

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**12/13/2016**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Motion Authorizing a Contract for TIF Consulting Services as part of the Village's Facility Sustainability Plan	Michael Baker Deputy Village Manager

**SYNOPSIS**

A motion is requested to authorize an agreement for consulting services with Kane McKenna and Associates, Inc. in an amount not-to-exceed \$70,000.

**STRATEGIC PLAN ALIGNMENT**

The Strategic Goals established by the Village Council include *Steward of Financial, Environmental and Neighborhood Sustainability, Top Quality Infrastructure, and Exceptional Municipal Services. Create a Facilities Sustainability Plan* is a Top Priority Action Item.

**FISCAL IMPACT**

The FY17 Budget includes funding (page 4-40, line 21 of Budget) for this work.

**BACKGROUND**

On October 11, 2016, the Village Council directed staff to pursue an alternative option for a mixed use redevelopment of the Civic Center property including a new combined Police Station & Village Hall with a multi-family residential development.

The following key steps were identified in the Oct. 11 staff report and are updated below:

<b>Task</b>	<b>Target Date</b>	<b>Notes</b>
Authorize Extension of Williams Architects contract for Pre-Design Services	Oct. 2016	Completed
Prepare Survey of Civic Center Property	Nov. 2016	Completed
Prepare Environmental Report	Nov. 2016	Completed
Prepare Concept Site Plan	Nov. 2016	Completed
Prepare & Publish Call for Offers	Nov. 2016	Completed (Due Dec. 16)
Hire TIF Consultant	Dec. 2016	Recommended
Village Council Consideration of Offers	Feb. 2017	On schedule

The Village conducted a competitive Request for Proposal (RFP) process to select the TIF consultant and received three qualified responses. All of the proposals were evaluated based on qualifications and cost. Following an interview with all three firms, staff is recommending Kane McKenna and Associates, Inc. to assist the Village with TIF consulting services. The following qualifications distinguished the proposal from Kane McKenna:

- Extensive relevant experience working with clients throughout Illinois

- Proven ability to perform the work required of the TIF Consultant, including work previously performed for the Village of Downers Grove
- Thorough understand of Illinois TIF statutes and ability to work with clients to ensure full compliance
- Competitive fee proposal with a total not-to-exceed amount of \$70,000

Kane McKenna will provide the following scope of services for the Village:

- Review potential qualifying factors and documentation of TIF qualifications
- Recommend and modify boundaries for TIF District in accordance with the TIF statutory requirements.
- Provide cost/benefit analysis illustrating how the Village can maximize incremental financial benefit to support construction of the Village's combined facility.
- Investigate the desirability and feasibility as well as timing implications of utilizing TIF and confirm rationale regarding basis for using TIF.
- Identify and recommend the most economical TIF or public financing strategies for redevelopment of the site and construction of the combined facility.
- In coordination with the Village staff and the Village's financial advisor, prepare estimates of potential tax increment financing revenues, other revenues identified to support the construction of the Combined Facility and supportable public debt.
- Review costs associated with development/redevelopment.
- Prepare and provide guidance on overall project schedule, including procedural steps necessary to meet all statutory requirements.
- Prepare assessments on impact of affected tax districts.
- Prepare Eligibility Reports, TIF Redevelopment Plans and Projects, and applicable studies in accordance with all statutory definitions, conditions and requirements.
- Provide documentation to assure support of eligibility findings.
- Attend a minimum of one staff meeting with impacted government agencies, and a minimum of one to two Public Meetings as necessary to present and discuss study findings.

## **ATTACHMENTS**

Contract

## Village of Downers Grove



## REQUEST FOR PROPOSAL (Professional Services)

**Name of Proposing Company:** Kane, McKenna and Associates, Inc.

**Project Name:** TIF Consulting Services for Amendment and Creation of  
TIF Districts in Downtown Downers Grove  
**Proposal No.:** RFP-0-60-2016/tt  
**Proposal Due:** November 22, 2016 at 3:00pm local time  
**Pre-Proposal Conference:** Not Applicable

**Required of Awarded Contractor:**

Certificate of Insurance: Yes

Legal Advertisement Published: November 3, 2016

Date Issued: November 3, 2016

This document consists of 23 pages

Return **original** and **two duplicate copies** and **one CD or flash drive** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA  
PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
[www.downers.us](http://www.downers.us)

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

**SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.**

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

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**I. REQUEST FOR PROPOSALS****1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **November 22, 2016 at 3:00pm local time.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

**2. PREPARATION OF PROPOSAL**

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions

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necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

### **3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

### **4. RESERVED RIGHTS**

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

## **II. TERMS AND CONDITIONS**

### **5. VILLAGE ORDINANCES**

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

### **6. USE OF VILLAGE'S NAME**

6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

### **7. INDEMNITY AND HOLD HARMLESS AGREEMENT**

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

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**8. NONDISCRIMINATION**

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

**9. SEXUAL HARASSMENT POLICY**

9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**10. EQUAL EMPLOYMENT OPPORTUNITY**

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

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- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such



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subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**11. DRUG FREE WORK PLACE**

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**12. PATRIOT ACT COMPLIANCE**

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially

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Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**13. INSURANCE REQUIREMENTS**

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
  - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
  - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
  - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
  - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
  - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

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**14. CAMPAIGN DISCLOSURE**

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**15. SUBLETTING OF CONTRACT**

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

**16. TERM OF CONTRACT**

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

**17. TERMINATION OF CONTRACT**

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

**18. BILLING & PAYMENT PROCEDURES**

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will

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comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

**19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

- 19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

**20. STANDARD OF CARE**

- 20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s)' failure to perform its work in accordance with contract documents.

**21. GOVERNING LAW**

- 21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

**22. SUCCESSORS AND ASSIGNS**

- 22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and

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their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

**23. WAIVER OF CONTRACT BREACH**

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

**24. AMENDMENT**

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

**25. NOT TO EXCEED CONTRACT**

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

**26. SEVERABILITY OF INVALID PROVISIONS**

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**27. NOTICE**

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

**28. COOPERATION WITH FOIA COMPLIANCE**

28.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et.seq.)

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**III. DETAILED SPECIFICATIONS****29. STATEMENT OF NEEDS**

- 29.1 The Village is requesting proposals for TIF consulting services from highly-qualified firms to assist with the following:
- 29.1.1 Task 1: Review of Offers/Proposals received from qualified developers for redevelopment of approximately 3.54 acres of Village-owned property currently located in the Village's Civic Center (See concept plan attached).
  - 29.1.2. Task 2: Development of schedule and procedural requirements, and assistance in identifying all statutory requirements for amendment to the existing Downtown TIF District and creation of a new TIF District on the Village's Civic Center Property.
  - 29.1.3. Task 3: Provided that the Village Council authorizes Village staff to proceed with implementation, assist the Village in executing the procedural requirements outlined in Task 2 that results in the creation of a new TIF District on the Civic Center Property to allow for mixed-use redevelopment of the property, including construction of a Combined Police Station/Village Hall ("Combined Facility").

**30. BACKGROUND**

- 30.1 The Village is in the process of evaluating options for improvement to two major facility, the Police Station and Village Hall. One of the options currently being evaluated includes a mixed-use redevelopment of the Civic Center property, including a new combined Police Station and Village Hall with a multi-family residential or other development.
- 30.2 The preliminary plan for construction of the new Combined Facility would locate it on the Civic Center Property adjacent to the existing Fleet Maintenance Garage. The size of the Combined Facility will be approximately 60,000 to 70,000 square feet and the area around the building will accommodate parking for visitors and staff. 86 commuter parking spaces will be relocated from the existing parking lot on the west side of the Civic Center site to a portion of the site along the railroad tracks, as shown on the attached plan.
- 30.3. The Village has issued a Call for Offers/RFP seeking proposals for the development of the 3.54 acres that will be ultimately vacated by the creation of the above referenced facility. The desired 3.5 acre development would be phased and coordinated with the Village as it vacates the subject sites. The desired development would not exceed 60 feet in height and would be constructed in phases in the area designated for redevelopment (designated as Phase I and Phase II). The Village is willing to consider the following uses for the property to be developed: multi-family residential, single-family attached/rowhomes, office or mixed-use development. The Village also intends for the redevelopment of the site to address pedestrian and traffic-related conflicts at the Washington Street railroad crossing.
- 30.4. The Village plans to use TIF increment, in addition to the proceeds from the sale of land, to support the construction of the Combined Facility, either by 1) structuring a bond issue such that revenues from the TIF District are pledged to make debt service payments, or 2) that the

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TIF revenue stream is pledged to the Developer or an appropriate third-party financing firm in return for financial capital that can be used to support the costs of construction of the Combined Facility.

### **31. SCOPE OF SERVICES**

- 31.1 The scope of services for the project will include the following, and emphasis on certain items will vary based on the requirements of the tasks described in Section 29.
- 31.1.1. Review of potential qualifying factors and documentation of TIF qualifications.
  - 31.1.2. Recommend and modify boundaries for TIF District in accordance with TIF statutory requirements.
  - 31.1.3. Provide cost/benefit analysis illustrating how the Village can maximize incremental financial benefit to support construction of the Village's Combined Facility.
  - 31.1.4. Investigate the desirability and feasibility as well as timing implications of utilizing TIF and confirm rationale regarding basis for using a TIF.
  - 31.1.5. Identify and recommend the most economical TIF or public financing strategies for redevelopment of the site and construction of the Combined Facility.
  - 31.1.6. In coordination with the Village staff and the Village's Financial Advisor, prepare estimates of potential tax increment financing revenues, other revenues identified to support the construction of the Combined Facility and supportable public debt.
  - 31.1.7. Review costs associated with development/redevelopment.
  - 31.1.8. Prepare and provide guidance on overall project schedule, including procedural steps necessary to meet all statutory requirements.
  - 31.1.9. Prepare assessments of impact on affected taxing districts.
  - 31.1.10. Prepare Eligibility Reports, TIF Redevelopment Plans and Projects, and applicable studies in accordance with all statutory definitions, conditions and requirements.
  - 31.1.11. Provide documentation to assure support of eligibility findings.
  - 31.1.12. Attend a minimum of 1 staff meeting with impacted government agencies, and a minimum of 1-2 Public Meetings as necessary to present and discuss study and findings.

### **32. PROPOSAL FORMAT**

- 32.1 In addition to the required proposal documentation, submission information shall be organized as listed below. There is not a minimum or maximum page limitation, but information should be kept directly relevant and succinct.
- 32.1.1. Understanding of project and project approach
  - 32.1.2. Relevant project qualifications and experience as a firm
  - 32.1.3. Key staff qualifications and relevant experience
  - 32.1.4. Compensation for TIF consulting services
  - 32.1.5. References with contact person's position and phone numbers for similar projects
  - 32.1.6. Proposed schedule for the completion of the project

### **33. UNDERSTANDING OF PROJECT AND PROJECT APPROACH**

- 33.1 The understanding of project and project approach section shall summarize the firm's understanding of the scope of work and allows the firm to add any additional information which the firm believes may help the Village determine that the firm fully understands the

## Village of Downers Grove

project and the needs of the Village and to help the Village determine the best overall qualified firm.

### **34. RELEVANT PROJECT QUALIFICATION AND EXPERIENCE AS A FIRM**

- 34.1 The firm's relevant experience shall be provided as part of the response. The firm shall provide adequate information to show that the firm has particular expertise in assisting municipalities with the development of options for improvement to administrative and public safety facilities. The firm is encouraged to provide a short project synopsis of relevant and similar projects.

### **35. KEY STAFF QUALIFICATIONS AND RELEVANT EXPERIENCE**

- 35.1. The response shall include proposed key positions, proposed staff to fill these key positions, and sub-consultant credentials/qualifications.

### **36. COMPENSATION FOR PROFESSIONAL SERVICES**

- 36.1. The proposal for these services shall include a detailed estimate of labor hours for each task identified in Section 29. A fee schedule shall be submitted which details the hourly fees as well as a not-to-exceed cost for the project. These schedules should include hourly rates for personnel, vehicles, overhead, profit, and any multipliers applicable to these rates. It is required that the fee schedules be submitted in a separate sealed envelope marked "Project Fees." Failure to do so may result in the proposal being disqualified.

### **37. SELECTION PROCESS**

- 37.1. Submitted proposals will be distributed to members of a selection committee for review. The committee will analyze and evaluate the submittals based on the following factors:
- 37.1.1. Overall content and responsiveness
  - 37.1.2. Qualifications and relevant experience of the firm
  - 37.1.3. Qualifications and relevant experience of the personnel assigned to the project
  - 37.1.4. Prior experience on projects of similar type, size, scope and complexity
  - 37.1.5. Demonstrated ability to work with municipal agencies
- 37.2. Once proposals have been analyzed and evaluated, the cost proposals will be opened. A combination of the evaluation factors and cost will be used to select the top firms to interview with the selection team. Successful firms will be contacted to arrange a meeting date and time.
- 37.3. After the interview process, the Village will select the top firm to recommend for contract approval to the Village Council. The Village reserves the right to reject any and all proposals, and to solicit additional proposals.

### **38. SCHEDULE**

- |   |   |
|---|---|
| 38.1. Issue RFP   | Nov. 3, 2016                              |
| <b>38.2. Submission Deadline</b>                        | <b>Nov. 22, 2016 at 3:00pm local time</b> |
| 38.3. Top Candidate Firm Interviews                     | Nov. 28-Dec. 2, 2016                      |
| 38.4. Award of Contract / Commence<br>Task 1 and 2 Work | Dec. 6, 2016                              |



## Village of Downers Grove

- 38.5. Deadline for Developer Call for Offer/RFP Submissions Dec. 16, 2016
- 38.6. Present offers and detailed analysis To Village Council Feb. 2017

**39. QUESTIONS**

- 39.1. Questions or clarifications regarding the RFP document should be directed to Terri Tarka at [ttarka@downers.us](mailto:ttarka@downers.us) no later than 3:00pm on Tuesday, November 15, 2016. Responses to all questions will be posted to the Village's e-procurement site (Demandstar) by 3:00pm on Thursday, November 17.

**40. ATTACHMENT**

- 40.1. Concept Plan

## Village of Downers Grove

**IV. PROPOSER'S RESPONSE TO RFP (Professional Services)**

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the Contract with the Village.)

### **32.1.1 Understanding the Project and Project Approach**

#### **Overview**

Kane, McKenna and Associates, Inc. is pleased to submit its qualifications and proposal in response to the Village of Downers Grove's (the "Village") request for assistance in formulating appropriate strategies for the proposed downtown area referenced in the Village's RFP. We would welcome the opportunity to continue to work with the Village, and we believe that our firm is uniquely structured to perform the scope of work in which the Village is interested.

Kane, McKenna ("KM") has been a leader for many years in: (1) the formulation of economic development strategies; (2) the technical evaluation of development proposals; (3) the analysis of the economic implications of the utilization of community resources; and (4) the implementation of appropriate financing strategies.

Kane, McKenna has demonstrated familiarity and extensive experience with the Village and its TIF programs. We assisted the Village in the initial designation of the Downtown TIF and the Ogden TIFs. In addition, we have assisted the Village in the review of development proposals in each district, and as a result, we are generally familiar with each district's financial and operational history. As a result, we are not only familiar with Village goals and objectives and its approach to redevelopment, but also the wider market place and its opportunities and constraints.

We believe that our experience provides us with the ability to efficiently serve the Village, and to provide economies of scale due to our familiarity with the Village.

As for our expertise in producing viable financing plans for communities incorporating various economic development tools, we believe our record in the industry is unparalleled. Our abilities in creating viable solutions for addressing needs inherent to area revitalization programs are also highly regarded.

- Kane, McKenna and Associates employ 9 professional and 3 administrative employees. The firm was founded in 1984 and has, throughout its history provided financial advisory and economic development consulting services, principally within the State of Illinois.
- KM was a founding member of the ITIA; Mr. McKenna remains a member of the Board of said association.
- KM has been involved in over 300 TIF Districts, including the formation and designation of over 250 TIF Districts.
- KM is sensitive to the Village's timetable and is prepared to begin immediately.

Mr. Robert Rychlicki would serve as the Project Manager.

## **Project Approach**

An understanding of our philosophy will not only provide the Village with insight regarding our approach to financial advisory and economic development services, but will provide you with a clear idea of what you can expect from us throughout the process.

When a client requires development related financing analyses, our approach is to explore all of the economic development and financing alternatives available to the Village. Generally, our evaluation of potential methods to meet the objectives of the Village would be based upon the following principal objectives:

- (1) Leveraging current resources of the Village to maximize the benefits of such resources;
- (2) Assist the Village in the review of redevelopment proposals applications;
- (3) Measuring potential for new tax generating development;
- (4) Taking a long-term orientation to assure that beneficiaries, current and future, share and benefit appropriately in the cost of long-term development projects;
- (5) Enhancing the efficiency of providing for a series of projects at one time, to maximize their effectiveness and encourage spin-off development; and
- (6) Leaving the Village with maximum financial flexibility for the future, as well as poised to respond to market changes.

We can conduct a review of parcels within the respective designated area to determine TIF eligibility and also provide a basis for the Village's potential funding alternatives for various projects, along with their broader economic and market implications on each of the areas. In the analyses, KM will examine how physical improvements combined with any need for incentives and coordination with other Village planning efforts can create more viable projects within the proposed area. We will also consider the timing of development programs and attendant financing requirements for each area as well.

Included in our analyses will be review and documentation of various economic development tools and their applicability, given the specific needs for each area under review. An overview of the present and potential market conditions will also be provided to identify certain opportunities in the short and long term for Village participation in the area's overall redevelopment potential.

Finally, at the Village's authorization, we would prepare a realistic funding approach that incorporates the Village goals and objectives for the redevelopment area and recommended economic development strategies, land use strategies, and public improvements.

We are fortunate to have experience in assisting the Village to redevelop areas including commercial areas and mixed-use areas. Our history with the Village will provide us with an excellent basis from which to perform the Scope of Services required under the current proposal. KM is sensitive to any Village timing requirements for accomplishment of the Scope of Services.

KM recognizes that the Village intends to achieve multiple goals for the overall areas represented by its request for proposals. Paramount among these are:

- 1) Implement steps to identify financing approaches as quickly as possible.
- 2) Work as efficiently as possible when reviewing developer proposals by working in conjunction with Village staff.
- 3) Renewal and stabilization of important areas within the Village.
- 4) Assist the Village to prepare related economic and project related analysis.

Our purpose in undertaking the Scope of Services offered within this proposal will be to ensure that the priorities identified, and the processes established, to accomplish these goals are achieved in the manner intended by the Village i.e., very efficiently and in a way that maximizes all key economic development results.

### **Project Tasks (Scope of Services)**

The tasks listed below serve to outline KM's services to the Village.

#### **TASK 1: Developer/Project Analysis**

- A. Review of Developer's Costs, Investment Return Analysis and Gap Analysis
  1. Review Construction Costs and Soft Costs. Review the project's construction costs against available industry data and company information, to the extent available, to assess whether the developer's costs seem reasonable. Calculate soft costs as a percentage of hard costs as compared to comparable developments to assess whether or not the developer's soft costs estimates seem reasonable. It is assumed that two or three projects may be reviewed as part of the process.
  2. Review Rental or Project Revenues. Review the proposed rents and revenues and compare these rents to similar properties or identify comparables.
  3. Identify different levels of protections available to the Village as part of its underwriting/evaluation including project phasing criteria, "claw backs", and developer guarantee/performance requirements.

4. Provide recommendations to the Village for the funding strategies to be evaluated with regards to their likelihood to succeed and to meet Village's economic development goals.
5. Assist the Village in finalization of strategies and priorities, and provide professional opinions on alternatives available to the Village in determining the best alternatives available to fund the redevelopment projects to be implemented.
6. The analysis would include:
  - a) Timing and sequence of receipt of proposed incremental funds flows;
  - b) Proposed timing and sequence of expenditures of public funds (if identified);
  - c) Testing of alternative assumptions of development scenarios (best and worst case); and
  - d) Identified issues associated with retirement of any obligations.
7. Assist Village staff to prepare the preliminary feasibility analysis of potential redevelopment projects incremental revenue (gross and net) and/or costs in order to summarize the potential funding advantages/ disadvantages of funding options (e.g., significant, "pay as you go", etc.).
8. Identify for the Village principal strategies for incentives and potential funding mechanisms based upon the potential redevelopment projects' ability to generate property, and/or other incremental taxes to cover anticipated costs and/or debt service requirements.
9. Review funding mechanisms and priorities with Village staff.
10. Review with the Village staff pros and cons of funding solely public improvements or considering extraordinary cost and gap financing utilization of public funding.

**TASK 2: Procedural and Scheduling Requirements**

1. Provide advice and consultation related to appropriate incentive mechanisms or public financing techniques which could be applied to specific projects within the proposed TIF District. Also review the requirements under the TIF Act regarding the amendment of the Downtown TIF.
2. Determine which tool or combination of tools would be best suited to specific "priority" or other important areas, and how the forms of assistance can work with or against the other, for the TIF District.

3. In the event that certain local financing programs or economic development alternatives for redevelopment areas such as business districts (BD), special service areas (SSA), special assessment districts (SAD) or “hybrids” of such alternatives may be applicable, KM would identify the benefits and costs of programs and their condition for use (including State statutes which must be met) by the Village.
4. Prepare timetable for implementation with staff.

### **TASK 3: TIF Designation and TIF Amendment**

#### Review and Documentation of TIF Qualification Factors

1. Review with the Village the preliminary boundaries for the area, as well as initial redevelopment goals and objectives specific to the respective redevelopment area.
2. Review the characteristics of the proposed TIF site and adjacent properties in order to recommend precise proposed boundaries for a TIF District, and to assess the potential qualification factors (strengths and weaknesses) of any identified area in accordance with the provisions of Illinois law. Review would include site surveys, review of past plans and policy materials, discussions with Village officials and staff, site tours/examination, and County data pertaining to equalized assessed valuation, tax rate, and tax collection trends.
3. Prepare TIF Qualification Report for the site based upon the presence of eligibility factors required under Illinois law. KM will be available to (a) discuss the findings with the Village prior to completing the report and (b) provide advice with respect to potential changes in the Village’s comprehensive plan and zoning map (to ensure consistencies with land uses proposed for the redevelopment districts).
4. Determine whether proposed costs and revenues to be incurred and/or generated from any proposed redevelopment project area are reasonable, feasible and acceptable assumptions for the intended area to be developed.
5. Identify for the Village principal strategies for incentives and potential funding mechanisms based upon each potential redevelopment projects’ ability to generate property, and/or other incremental taxes to cover anticipated costs and/or debt service requirements.

Update Preliminary TIF Increment and Cost Projections (as needed)

6. Assist Village staff to prepare the preliminary feasibility analysis of potential redevelopment projects incremental revenue (gross and net) and/or costs in order to summarize the potential funding advantages/disadvantages of various strategies.
7. Review the Village principal strategies for incentives and potential funding mechanisms based upon the potential redevelopment projects' ability to generate property, and/or other incremental taxes to cover anticipated costs and/or debt service requirements.
8. Identify issues that may exist if Village and Special Service Area (SSA) uses are combined or overlap. Review funding mechanisms and priorities with Village staff.
9. Update with Village staff pros and cons of funding public improvements or considering extraordinary cost and gap financing utilization of TIF funding.

Attend Staff and Required Board Meetings

10. Assist the Village by participating in board meetings to present findings, and attend 1 to 2 meetings with certain affected parties, including taxing districts.

Prepare Resolutions of Intent and Interested Parties Registries (if needed)

11. Assist the Village attorney to prepare resolution of intent for the proposed TIF District.
12. Attend Village Board meeting to review the purpose of the resolution of intent and respond to questions of officials and/or public.
13. Distribute resolutions to affected taxing districts per the requirements of the TIF Act.
14. Prepare the Village Board review and adoption documents and systems required to establish Interested Parties Registries for the TIF District.

Preparation of TIF Redevelopment Plan

15. Review with the Village the preliminary boundaries for the plan as well as redevelopment goals and objectives.
16. Prepare draft TIF Redevelopment Plan for the area based upon the presence of qualification factors required under Illinois law. The Consultant will be available to discuss the findings with the Village in meetings prior to completing the report.



17. Assist Village to prepare, refine and document the required redevelopment plan and project for the area that satisfy TIF eligibility criteria pursuant to Illinois law.
18. In the event that other local financing programs or economic development alternatives may be applicable, KM would identify these programs and their conditions for use by the Village.
19. Prepare a TIF Act required Housing Impact Study (HIS), if required, as an exhibit to the TIF Plan.

#### Finalize Redevelopment Project Plan

20. In conjunction with Village staff, finalize TIF boundaries for the area, and assist in the process of preparation of legal description which identifies the boundaries for the redevelopment area.
21. Subsequent to the review of the draft redevelopment plan by the Village Board, Village staff, and other taxing districts (if applicable), revise the redevelopment plan sections in order to add relevant comments and/or corrections.

#### Prepare Public Hearing (and Meeting) Notices

22. Assist Village staff to prepare the public hearing resolution and the TIF public notices.
23. Prepare mailings for affected taxing districts and distribute notices to the taxing districts and the Illinois Department of Commerce and Economic Opportunity.
24. Prepare mailings as required for any public meetings related to housing impact studies (if needed).

#### Coordinate Joint Review Board (JRB) Process

25. Provide agenda items, draft TIF ordinances, and other materials as required by the TIF Act.
26. Attend one JRB meeting.
27. Assist Village staff to respond to JRB requests.
28. Assist Village staff to prepare JRB resolution relating to findings.

Preparation of Notices

29. Identify taxpayers located within the TIF district and obtain mailing information from the County.
30. Assist Village staff in preparing mailings for taxpayers including review of delinquent taxpayers.
31. Identify residential units and taxpayers of record for TIF mailings related to 750 feet notice provisions.
32. Assist Village staff in coordinating publication of legal notices in local newspapers.

Attend Public Hearings and Other Meetings

33. Assist the Village by participating in the required public hearing, one meeting with taxing districts, and one or two public meetings to discuss TIF findings.
34. Work with the Village staff to meet all the requirements of Illinois law.

### **32.1.2 Relevant Project Qualifications and Experience as Firm**

Kane, McKenna and Associates, Inc. has a wide range of experience with area redevelopment plans in Illinois, as well as within communities located within the Chicago Metropolitan Area and throughout the State of Illinois. Assignments relating to determining and utilizing various public financing mechanisms, as well as related economic analysis have been undertaken on projects within Evanston, LaGrange, Skokie, Berwyn, Des Plaines, Lisle, Naperville, Rockford, Aurora and Naperville, as well as dozens of other suburban and downstate communities. A list of TIF related assignments and references are included in Section IV.

Kane, McKenna and Associates, Inc. is very familiar with the designation of the Village's TIF Districts. Past and current assignments in the Village (as well as Skokie, Lincolnwood, Arlington Heights, Wheeling, Rolling Meadows, Des Plaines and Champaign) have contributed significant project experience with respect to site survey techniques, finance plan components, and the creation of appropriate redevelopment strategies.

Kane, McKenna has 'hands-on' experience with all aspects of the TIF and other applicable tools. KM's process ranges from the undertaking of an initial eligibility assessment to the negotiations involved in the structure of a redevelopment agreement and subsequent financing. Rarely have we completed a TIF District or set up another economic development program that did not proceed towards a successful financing of a redevelopment project. KM directed redevelopment projects have included downtown expansion or rehabilitation industrial projects, business parks, retail/commercial centers, regional malls, residential developments, and mixed-use projects. Given our wide-range of capabilities, we can assist the Village in the most efficient and expeditious manner. Financial projections, preparation of specific redevelopment plans, and the preparation of the applicable eligibility reports are just some of the components, which can be undertaken by KM. The firm is also experienced on the presentation and review of TIF Districts with local taxing bodies, the business community, and developers.

Experience in the establishment of TIF Districts and other appropriate public finance programs and techniques, evaluation and analysis, as well as other economic development incentives, coupled with a sensitivity to the single largest factor in a successful development project – the project's financial and economic feasibility – has allowed Kane, McKenna to develop a unique approach to determining which techniques should ultimately be pursued.

Kane, McKenna and Associates, Inc. believes that a holistic approach to services will best meet the needs of the Village. Data collection and assembly, financial projections, legal research, presentation, market feasibility, and other fundamental procedural aspects related to development within a designated area must be interwoven with concern for the financing of developments which accomplish the Village's objectives.

Kane, McKenna and Associates, Inc. is uniquely qualified for the tasks that the Village has outlined:

- Staff has significant experience in local development, planning and financing, specifically in the Village, based on past assignments;
- The firm has been a major contributor to statutory changes in tax increment finance district establishment and related financing techniques;
- The firm benefits from our numerous relationships with developers and businesses to attract and interpret proposals for actual development once a plan has been established;
- KM has assembled a reputable and credible file of information including financial trends, market research, comparables, and assessment practices in conducting feasibility mechanisms to accomplish redevelopment plan objectives without increased burdens on municipal taxpayers; and
- Staff has established relationships with prominent development and tax assessment specialists who can be utilized on an as needed basis.

### **Financial Implications of Economic Development Partnerships in Redevelopment Projects**

Kane, McKenna and Associates, Inc. offers the Village insight, as well as the benefit of its diverse and extensive experience in economic development finance to help the Village answer the key questions associated with project evaluation:

1. What combination of financial incentives have been appropriate and feasible for the investments the Village has accomplished and still wishes to attract to the redevelopment areas?
2. Who are the leading potential developers for the project area(s)? What procedures should be used to attract and/or evaluate quality developers to any future redevelopment projects?
3. What criteria should be used to evaluate the financial capability and experience of developers and the economic feasibility of their proposals? How can the Village distinguish between the quality and credibility of various developer plans?
4. How does the Village determine the specific incentives most likely to induce the precise types of developments the municipality desires? Can interest rate write-down provisions of the TIF law, for example, be used to enhance development in lieu of added bond proceeds? What are the benefits of SSA and BD designations?
5. Have historic private investments been large enough to generate the sales and property tax increments necessary to meet debt service required for new capital improvements? Will the likely private investments generate adequate increments?

6. How can economic development incentives be structured to take advantage of property tax cycles and reassessments?
7. What kind of municipal protection provisions should be included in any economic development-related bond issues or redevelopment agreements?
8. What risks does the Village take under each financing scenario in Federal tax law and Illinois State law? What steps can be undertaken to reduce such risk?
9. What combination of annual payments (interest cost write-down, reimbursement for eligible costs) and up-front funds has been successful and/or would best attract the desired users of the sites?
10. How should the redevelopment of the area be phased so as to best address any problems existing for underutilized properties?
11. What are the best ways to finance needed public improvements – road access, streetscape, utilities, etc. necessary to further stimulate private investment in the redevelopment project areas?
12. What portions of the area should be planned for public or institutional uses, based on the goals of the Village? How much in local taxes would be generated? How do other similar developments nearby impact on a particular site's ability to capture related or adjacent users?

Helping the Village find the best answers to these and other important questions requires an understanding of each transaction from the perspective of each local participant: the Village, property owners, local businesses, developers, banks, the lenders and the bondholders. Kane, McKenna and Associates, Inc. knows the development process and how developers think about financing programs, having served over 150 developers over the last 30 years.

Kane, McKenna and Associates, Inc., by firm or individual, holds memberships in a number of professional organizations, including the National Association of Securities Dealers, American Planning Association, Government Finance Officers Association (National and State), the Illinois Municipal League, the Illinois Association of School Boards, the Urban Land Institute, Chicago Municipal Analysts Society, and the Chicago Association of Commerce and Industry.

Kane, McKenna and Associates, Inc. prides itself in continuing to offer creative approaches to issues that the Village may raise. Work tasks are viewed as continuous; although retained for specific tasks; the firm is available to provide planning, financing and other development-related services as needed.

In order to implement the most effective redevelopment-financing program, it is important that KM has the capacity to help the Village answer key financial and economic questions in a comprehensive manner. Kane, McKenna and Associates, Inc.'s approach is unique because of our extensive experience in economic development strategies, planning and municipal finance. The compatibility and financial realities are crucial to maximizing the return on a municipality's investment.

Kane, McKenna and Associates, Inc. has extensive experience in this area. The firm has assisted numerous municipalities and other governmental entities in structuring and implementing financial incentive and economic development packages.

### **Sample Redevelopment Plan and Projects**

- 1) Village of LaGrange: Kane, McKenna assisted the Village to review various redevelopment proposals and finance options relating to the Downtown TIF District since the late 1990's. Services included preparation of TIF projections, review of developer proposals, and assistance in financial modeling. Kane, McKenna assisted the Village to review various retail/commercial redevelopment proposals located along LaGrange Road (Borders, Walgreens, Trader Joe's, etc.) as well as adjacent residential projects. Other assignments included review of a theater rehabilitation proposal, public garage financing, financial modeling related to capital improvement spending and debt service obligations and fiscal impact studies for project implementation. Assignments also included the structuring of finance obligations. In addition, Kane, McKenna assisted the Village in a successful closeout of the TIF district upon completion of the 23 year term in 2010.
- 2) City of Champaign: Since 1996, Kane, McKenna has provided the City of Champaign with financial advisory services and economic development consulting on the financing of a new library, police station, stormwater drainage projects, capital improvements in the Downtown TIF District and the Burnham TIF District, and economic development activities in the fast-growing North I-57/I-74 commercial area. Kane, McKenna served as financial advisor for the issuance of over \$86 million of general obligation bonds in 2004 through 2010.

In 2010, Kane, McKenna served as financial advisor for \$25,620,000 Taxable General Obligation Bond (Build America Bond) Series 2010, pursuant to a plan of finance which provided for the bonds to be paid from stormwater drainage fees and sales taxes. The City's plan was to issue general obligation bonds, in order to achieve the lowest possible interest rate, but to utilize other sources of funds to pay debt service as is policy for all issuance of debt. The plan of finance prepared by Kane, McKenna considered the timing need for construction funds and interest earnings on such funds. We also planned for the use of a combination of bonds and other sources of revenue to finance the projects. Kane, McKenna assisted the City in preparation of multi-year projections of revenues, debt service and pay-as-you-go capital improvements for water infrastructure improvements.

Kane, McKenna is currently providing economic development consulting services to the City on the redevelopment planning for two new TIF Districts – one including perimeter Downtown properties and another, primarily residential district adjacent to the Downtown. Our work also includes evaluating developer proposals, preparing property tax revenue projections, project pro forma review, and advising the City on a redevelopment agreements.

- 3) The Village of Mundelein: The Village retained Kane, McKenna in 2004 to assist them in identifying specific parcels and sub-areas for purposes of creating a Downtown TIF District. The TIF consisted of approximately eighty-three (83) tax parcels and fifty-nine (59) structures and due to the fact that over 55% of the buildings are thirty-five (35) years or more of age was established as a conservation TIF area. The Village's general goals and objectives dovetailed with both the TOD's and the RPA goals and objectives.

In particular, the Village was desirous of creating strategies that would encourage positive and feasible redevelopment of vacant and/or underutilized sites and facilities in their Downtown area. They also wanted to coordinate all redevelopment within the Village in a comprehensive manner, avoiding adjacent land use conflicts and negative community impacts while increasing growth and density near the train stations. Increasing the utilization of transit functions and drawing traffic into the heart of the TOD. Their main objectives throughout the process and going forward were to coordinate open space design, access and traffic patterns; and, to improve convenience related to parking, all while ensuring the coordination of mixed use redevelopment projects including various residential options as well as public uses. Projects included residential and mixed use developments.

KM continues to assist the Village relating to the TIF district, and over the last 12 months has reviewed a proposed mixed use development involving the Village and a proposed master developer of Village owned property. Proposed uses would include office commercial and institutional properties. In addition, the Downtown TIF is in the process of amendment including a new TIF designation adjacent to the 2005 district (as amended).

In addition, KM has also served as financial advisor to the Village, structuring several bond issues for both general corporate purposes and TIF redevelopment.

- 4) City of Oak Forest: Beginning in 1986 KM has assisted the City in the linked development of three TIF districts located along 159<sup>th</sup> Street and Cicero Avenue. The TIFs include commuter rail and mixed use development/residential areas. Assisted the City in identifying the boundaries for their original TIF and TIF amendments in adjacent TIF districts in order to link the districts and provide for consistency in TIF planning efforts. Assisted the City to negotiate redevelopment of marginally occupied strip center for reuse by a large anchor tenant. Assignments have included retail and commercial uses – both new developments and infill/reuse projects. Structured bond financing and redevelopment agreement provisions, including preparation of a tax increment feasibility report. Currently, KM is assisting the City in the amendment of TIF 3 and the creation of

TIF 7 – both areas border the Metra station and include commercial and mixed use projects.

- 5) Village of Lombard: KM has recently assisted the Village in financial analysis relating to a new Mariano's store and a residential development proposed for a portion of the Yorktown Mall. The assignments included review of developer project information and assistance in structuring the financial incentives including claw backs and project performance measures. Both sales tax sharing and property tax rebates were used.

### **Downtown/Mixed Use**

KM has successfully structured several public private redevelopment projects, a summary of the projects is found below:

- 1) Evanston Maple Avenue/Arthur Hill Redevelopment and Sherman Avenue/Klutznick Redevelopment: KM assisted City in 1998 and 2002 to structure and negotiate the financing of The Maple Avenue and Sherman Avenue parking garages in the adjacent TIF districts. Both projects served to reposition the City's downtown and included several mixed use components: hotel, retail, restaurants, office, residential and parking/public improvements. KM analysis also included the review of project revenues, entertainment tax and food/beverage tax, that were allocated by the City to payment of bonds utilized to fund the parking garages (providing almost 2,000 spaces to the downtown) KM's analysis including review of the developers proposed uses, timing, and tax potential. KM was also part of the City's negotiating team for the redevelopment agreement and land transfer. Parking garages included both public and private uses.
- 2) Aurora Chelsea/Simon Premium Outlets: In 2005 and 2015 KM assisted the City to negotiate and structure an incentive package that resulted in the construction of over 400,000 sq. ft. in retail outlet center, construction of flooding and stormwater management improvements, and tollway/roadway improvements. City incentives included both TIF revenue bonds allocated for infrastructure and over \$50,000,000 of sales tax secured notes (in Phase 1 and Phase 2) to pay for site improvement and on site costs. KM's role included the review of the developer's financing, the public assistance request, and negotiation of the redevelopment agreement. KM reviewed project leases, project pro formas, and budgets as part of the developer's submissions to the City. The expansion in 2015 represented the largest square footage expansion by the owner in comparison to other US properties owned/managed by Simon. The project represented a major reuse of previously undevelopable land near the I-88/Farnsworth interchange and addressed a number of flooding and drainage concerns that allowed for redevelopment of the property.



- 3) Des Plaines Metropolitan Square: KM assisted City from 2001 to 2004 to review proposals related to certain core properties located in the Downtown TIF. The City was desirous of attracting a grocery store and related retail uses to serve the area and to provide services for downtown residents. KM reviewed the Freed/Tucker proposal and then worked with City staff to negotiate a comprehensive redevelopment agreement and financing plan that included retail/restaurant uses (with a grocery store anchor), second floor professional and office uses, residential condo uses, and a public/private parking garage. General obligation bonds were issued to fund the public portions of the garage as well as certain off site traffic improvements. The redevelopment agreement included the transfer of City owned land, the funding of public improvements, the construction of the parking garage, and the management of parking. Recently, we assisted the City in the creation of TIF 7 and the review of several responses to a City RFP. Review included review of developer pro formas and preparation of tax projections.
- 4) Village of Rosemont: KM has assisted the Village in the designation or amendment of six (6) TIF districts including a wide range of retail, commercial, hotel and entertainment use projects. KM prepared tax projections associated with the large scale Fashion Outlet mall and the adjacent entertainment district (restaurants, movie complex, and parking garage). Private investment was estimated over \$300,000,000. KM continues to prepare the Village's annual TIF reports and is currently updating financial projections for all of the Village's TIF districts.

**TAX INCREMENT FINANCE DISTRICTS  
WHICH KANE, McKENNA ASSISTED IN ESTABLISHING OR IMPLEMENTING**

<u>Municipality</u>	<u>Type of TIF**</u>
Addison, IL (4)	Commercial/Residential
Alsip, IL (2)	Commercial/Residential
Antioch, IL (1)	Industrial
Arlington Heights, IL (2)	Mixed Use
Auburn, ME	Retail
Aurora, IL (6)*	Mixed Use/Industrial/Downtown
Bedford Park, IL (5)	Commercial/Hotel/Retail
Bellwood, IL (9)	Industrial
Beloit, WI	Retail
Belvidere, IL	Industrial
Berwyn, IL*	Commercial/Mixed Use
Bloomington, IL	Retail
Blue Island, IL (5)	Commercial/Industrial/Residential
Bolingbrook, IL	Residential
Bradley, IL	Mixed Use
Brookfield, IL (2)	Commercial
Bridgeview, IL	Retail
Broadview, IL	Retail/Industrial
Calumet City, IL	Commercial/Mixed Use
Calumet Park, IL (5)	Retail/Commercial
Carpentersville, IL (2)	Industrial
Carol Stream, IL*	Industrial
Cary, IL (2)	Mixed Use/Retail
Champaign, IL	Commercial/Retail
Channahon, IL*	Mixed Use
Chicago, IL (8)	Commercial/Retail, Industrial
Chicago Heights, IL	Industrial
Cicero, IL (4)	Commercial/Industrial
Country Club Hills, IL	Commercial Retail
Crete, IL (3)	Mixed Use
Creve Coeur, IL	Commercial/Industrial
DeKalb, IL	Mixed Uses
Des Plaines, IL (4)	Commercial/Industrial
Dixmoor, IL (2)	Commercial/Retail/Industrial
Dolton, IL(3)	Mixed Use
Downers Grove, IL (2)	Mixed Use, Commercial/Retail*
East St. Louis, IL	Commercial
Elgin, IL*	Commercial/Industrial
Elmwood Park, IL	Mixed Use, Commercial/Retail

\* One or more in progress.

\*\* Includes TIFs established through Industrial Jobs Recovery Act.

<u>Municipality</u>	<u>Type of TIF**</u>
Elwood, IL	Industrial
Evanston, IL (6)	Commercial/Industrial/Retail/Mixed Use
Forest Park, IL (4)	Commercial
Fox River Grove, IL	Commercial
Franklin Park, IL (8)	Industrial
Freeport, IL (3)	Mixed Uses/Commercial, Residential
Glendale Heights, IL (3)*	Commercial/Retail
Glenwood, IL	Industrial
Grundy County (2)	EDPA/Industrial
Harvey, IL (2)**	Industrial
Havana, IL	Commercial/Mixed Use
Hazel Crest, IL (5)	Industrial/Commercial
Hodgkins, IL (2)	Retail
Hoffman Estates, IL (2)	Commercial
Homewood, IL (2)	Commercial/Industrial/Mixed Use
Justice, IL (3)	Commercial/Industrial/Mixed Use
LaGrange, IL	Mixed Use
Lansing, IL	Industrial
LeRoy, IL (2)	Commercial
Lexington, IL	Mixed Use
Lincolnshire, IL	Commercial
Lincolnwood, IL (2)	Industrial/Retail
Lockport, IL	Mixed Use/Downtown
Lombard, IL (3)	Commercial
Lynwood, IL	Commercial/Retail
Lyons, IL (3)	Mixed Use
Manteno, IL (1)	Downtown Amendment
Markham, IL (4)**	Retail/Commercial/Industrial
Matteson, IL (4)	Industrial/Retail
Marseilles, IL (4)	Residential/Recreational
Melrose Park, IL (5)	Mixed Use
Minonk, IL (3)	Commercial/Industrial/Mixed Use
Monee, IL (3)	Commercial
Morton Grove, IL	Commercial/Retail
Mount Prospect, IL (1)	Downtown
Mundelein, IL	Downtown/Mixed Use
Muskegon, MI	Commercial/Retail
Niles, IL (3)	Commercial/Industrial
North Chicago, IL (1)*	Mixed Use
North Pekin, IL	Commercial
Northbrook, IL	Mixed Use
Oak Forest, IL (3)*	Commercial
Oak Lawn, IL (1)	Retail/Commercial

\* One or more in progress.

\*\* Includes TIFs established through Industrial Jobs Recovery Act.

<u>Municipality</u>	<u>Type of TIF**</u>
Orland Hills, IL	Commercial/Retail
Ottawa, IL	Mixed Use
Palatine, IL (2)	Commercial/Retail, Downtown*
Park Forest, IL (2)	Commercial/Mixed Use
Park Ridge, IL	Retail/Commercial
Peru, IL	Retail/Commercial
Phoenix, IL	Mixed Use
Posen, IL (2)	Mixed Use
Richton Park, IL (5)	Commercial/Industrial
River Grove, IL (2)	Retail, Mixed Use
River Forest, IL	Retail
Riverdale, IL (4)	Industrial
Robbins, IL	Commercial
Rockford, IL (12)**	Industrial/Commercial/Residential
Rolling Meadows, IL (3)	Commercial/Retail/Mixed Use/Residential
Romeoville, IL (3)*	Commercial/Industrial
Rosemont, IL (3)	Commercial
Round Lake Beach, IL (3)	Commercial/Retail
St. Louis, MO	Commercial
Savanna, IL	Retail/Mixed Use
Sauget, IL	Industrial
Sauk Village, IL (4)	Commercial/Industrial
Savoy, IL	Mixed Use
Seneca, IL (4)*	Industrial/Intermodal/Downtown
Sherman, IL	Commercial
Skokie, IL (4)	Commercial/Residential
South Chicago Heights, IL (3)*	Commercial
Southern View, IL	Mixed Use
Sparta, IL	Residential
St. Charles, IL	Commercial
Steger, IL	Residential/Senior Housing
Stephenson County, IL	EDPA/Industrial
Stone Park, IL (1)*	Mixed Use
Tinley Park, IL	Commercial
University Park, IL (5)**	Commercial/Industrial
Villa Park, IL	Commercial
Warrenville, IL	Commercial/Residential
West Chicago, IL (2)	Commercial
Wheeling, IL (3)	Mixed Use
Willow Springs, IL	Mixed Use/Residential
Worth, IL	Commercial
Zion, IL (2)	Industrial, Commercial

\* One or more in progress.

\*\* Includes TIFs established through Industrial Jobs Recovery Act.

### **32.1.3 Key Staff Qualification and Relevant Experience**

#### **Robert Rychlicki, President**

Mr. Rychlicki has been with Kane, McKenna and Associates, Inc. (and its predecessor firm) since its inception. With over thirty years of experience, he has structured financings for more than 150 developments and redevelopments in over 100 different communities.

Mr. Rychlicki's experience includes framing local government economic development efforts, including the formation of revolving loan funds, local economic development commissions, and business retention efforts. He has also facilitated the successful development of public/private partnerships, which have included various municipal, state, and federal programs utilized in conjunction with private sector financing (both equity and debt). Along those lines, Mr. Rychlicki has coordinated the creation of numerous tax increment financing districts and associated TIF bond issues, business districts, and sales tax sharing agreements.

Through the above experience, Mr. Rychlicki has developed an understanding of the economics of many types of developments, including industrial, commercial, retail, residential and hotel developments. Utilizing this knowledge, he has assisted in structuring arrangements so that market driven projects are successfully carried out within the framework of the project's parameters.

Mr. Rychlicki completed both his undergraduate and graduate work at the University of Illinois at Chicago, and earned a Master in Administrative Science, a program offered jointly by the business school and the public policy school.

**Mary L. Thompson, Senior Vice President**

Ms. Thompson joined Kane, McKenna in 1999 from the Chicago Southland Development Corporation, Inc. where she served as Executive Director. In her position as Executive Director, Ms. Thompson coordinated the economic development activities for forty-five municipalities commonly referred to as the Southern Suburbs. She worked with private developers and real estate brokers to provide site and location information, prepared incentive proposals and business proformas for potential commercial and industrial users and assisted in incentive contract negotiations. She was also responsible for the management and oversight of the South Suburban Enterprise Center, a State Certified 100,000 square foot Industrial Incubator facility that housed over 20 small business entrepreneurs.

Ms. Thompson's experience in economic development included assisting forty-five municipalities in establishing local economic development policies, revolving loan funds, business retention programs and local, state, federal and county incentive applications. She has coordinated community efforts in the establishment of numerous Tax increment finance districts and other applicable funding programs.

Ms. Thompson worked with local financial institutions to implement a not-for-profit 501(c)(3) Community Economic Development Corporation involved in the fostering of business grants and loans.

Ms. Thompson earned a Bachelor of Arts degree from Northern Illinois University.

**Lowell Durham, Research Associate**

Mr. Durham joined Kane, McKenna and Associates, Inc. in 1997. Previously, Mr. Durham held several positions in the accounting industry.

Since coming to the firm, he has participated in the creation of numerous TIF districts, business districts, bond issues, and other economic development projects. Much of his research is focused on property tax assessment, EAV valuation, and analysis of TIF-related blighting conditions.

Mr. Durham earned a Bachelor of Science in accounting from Roosevelt University and a Masters of Business Administration degree with a concentration in Information Systems from Argosy University-Chicago.

**Serrater Chapman, Associate**

Ms. Chapman initially joined Kane, McKenna and Associates, Inc. in the fall of 2015. She is experienced in development finance, grant application processes, Special Service Areas, community development and spatial analysis. Previously, she worked on the development of low-income senior housing at the Alden Foundation. In this role, she was involved in the financing applications of numerous projects, underwriting and several grant applications, such as Low Income Housing Tax Credits, HOME and the Affordable Housing Program.

She also has experience working in neighborhoods on the south-side of Chicago, community engagement, urban planning and research.

Ms. Chapman is a graduate of the College of Urban Planning and Policy at the University of Chicago (UIC). She is certified in Geospatial Analysis and Visualization, giving her proficiency in Geographic Information Systems (GIS) and Adobe Creative Suite. At UIC, her research focused on environmental planning, economic development, land use planning, and policy.

Additionally, she obtained her Bachelors of Science in finance from Roosevelt University.



## Project Fees

### 32.1.4 Compensation for TIF Consulting Services

#### Task 1: Developer/Project Analysis

KM normally bills for services on an hourly fee basis for the services requested. We find this more prudent for the client – since the client can exercise control of KM attendance at meetings, involvement in certain implementation tasks, etc. We also believe that it is more prudent for KM because we can then budget out time and resources most appropriately. The Village has requested a not to exceed fee and fees would be charged monthly at the hourly rates set forth below up to the not to exceed cap.

#### Hourly Rate Chart:

<u>Kane, McKenna Personnel</u>	<u>Hourly Rates</u>
President	\$200.00/Hour
Executive Vice President	\$175.00/Hour
Officers	\$150.00/Hour
Associates	\$100.00/Hour
Administrative	\$ 25.00/Hour

The following allocation of personnel by time (hours spent) is expected (based on past projects):

President	10%
Executive Vice President	20%
Officers	25%
Associates	25%
Administrative	10%

	<u>Not to Exceed</u>
Task 1 Developer/Project Analysis	\$30,000

**Task 2: Procedural and Scheduling Requirements**Hourly Rate Chart:

<u>Kane, McKenna Personnel</u>	<u>Hourly Rates</u>
President	\$200.00/Hour
Executive Vice President	\$175.00/Hour
Officers	\$150.00/Hour
Associates	\$100.00/Hour
Administrative	\$ 25.00/Hour

The following allocation of personnel by time (hours spent) is expected (based on past projects):

President	5%
Executive Vice President	30%
Officers	20%
Associates	30%
Administrative	15%

Task 2 Procedural and Scheduling Requirements	<u>Not to Exceed</u> \$5,000
---	---------------------------------

**Task 3: TIF Designation and TIF Amendment**Hourly Rate Chart:

<u>Kane, McKenna Personnel</u>	<u>Hourly Rates</u>
President	\$200.00/Hour
Executive Vice President	\$175.00/Hour
Officers	\$150.00/Hour
Associates	\$100.00/Hour
Administrative	\$ 25.00/Hour

The following allocation of personnel by time (hours spent) is expected (based on past projects):

President	15%
Executive Vice President	15%
Officers	20%
Associates	35%
Administrative	15%

	<u>Not to Exceed</u>
Task 3 TIF Designation and Amendment	\$35,000
<b>Total</b>	<b>\$70,000</b>

**Note: this does not include out of pockets associated with: newspaper publications, legal description, or large mailing postage expenses.**

### **32.1.5 References**

- 1) Louis Cipparone  
Finance Director  
Village of LaGrange  
53 S. LaGrange Road  
P.O. Box 668  
LaGrange, Illinois 60525-0668  
Phone: 708/579-2300
- 2) Bruce Knight  
Director of Planning  
City of Champaign  
102 North Neil Street  
Champaign, Illinois 61820  
Phone: 217/403-8700
- 3) John Lobaito  
Village Administrator  
Village of Mundelein  
440 E. Hawley Street  
Mundelein, Illinois 60060-2495  
Phone: 847/949-3200
- 4) Adam Dotson  
Director of Community Development  
City of Oak Forest  
15440 Central Avenue  
Oak Forest, Illinois 60452-2195  
Phone: 708/687-4050
- 5) Brian W. Caputo  
Finance Director  
City of Aurora  
44 E. Downer Place  
Aurora, Illinois 60507-3302  
Phone: 630/256-3010
- 6) Tom Thompson  
Director of Community Development  
Village of Skokie  
5127 Oakton Street  
Skokie, Illinois 60077  
Phone: 847/673-0500

- 7) Martin Lyons  
Assistant City Manager  
City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60201  
Phone: 847/448-8189
- 8) Michael Bartholomew  
City Manager  
City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016  
Phone: 847/391-5300
- 9) William Heniff  
Director of Community Development  
Village of Lombard  
255 E. Walton Avenue  
Lombard, Illinois 60148  
Phone: 630/620-5700
- 10) Gerald Sprecher  
Village Manager  
Village of Lisle  
925 Burlington Avenue  
Lisle, Illinois 60532-1838  
Phone: 630/271-4100

### **32.1.6 Proposed Schedule for the Completion of Project**

In conformance with the Village's RFP, KM anticipates that Task 1 services could be completed with 4 to 6 weeks of receipt of the necessary project information from the Developers. This time period assumes 2 or 3 proposals are available for review.

The proposed services for Task 2 would be undertaken over a 1 to 2 week period.

The Task 3 TIF timeline (sample) is attached – note all dates are subject to review with the Village, but incorporate statutory notice periods and meetings as required by the TIF Act.

## SAMPLE TIMETABLE PROPOSED TIF DISTRICT\*

<u>Timing: Week of</u>	<u>Task</u>
Week 1	Kane, McKenna provides municipal staff with draft copies of Interested Parties Ordinance, Registry and Rules.
Week 2	Municipality and Kane, McKenna begin due diligence regarding TIF eligibility report. Determine number of housing units to be dislocated and Municipal plans for redevelopment (note: if more than 10 inhabited units are to be dislocated, a public meeting and housing impact study will be required requiring an adjustment to this timetable).
Week 3	Municipal staff identifies residential addresses within 750 feet of the TIF boundaries. Municipal staff and Kane, McKenna identify affected taxing districts and compile contact/address list for the taxing districts. If there are more than 75 residential units in the TIF, a public meeting is also required and this timetable will be modified.
Week 5-7	Draft TIF Eligibility Report and TIF Plan are prepared by Kane, McKenna.
Week 6	TIF legal description, TIF budget and boundary maps provided by the Municipality. Municipal staff needs to identify if any Municipal officials or staff have ownership interests within the TIF boundaries. Procedures relating to any conflicts need to be reviewed.
Week 6	Municipal staff and Kane, McKenna prepare Feasibility Resolution (optional if less than ten (10) housing units are to be dislocated and no housing impact study is required). If approved by the Governing Body of Municipality, the Resolution needs to be sent to all of the affected taxing districts.
Week 7	Municipal staff prepares memo and packet for Governing Body of the Municipality including Interested Parties Ordinance and draft amendments.
Week 7	Municipal staff reviews TIF objectives with taxing districts at preliminary meeting (optional).

\*Note: Certain dates may be modified or compressed; if a housing impact study and/or public meeting are required, the timetable will need to be modified.

<u>Timing: Week of</u>	<u>Task</u>
Week 8	Governing Body of the Municipality considers approval of Interested Parties Ordinance, Registry and Rules. Municipality publishes Interested Parties notice in newspaper. Consideration of Feasibility Resolution also occurs (if applicable).
Week 8	Municipality sends comments to Kane, McKenna regarding draft TIF Plan and Eligibility Report.
Week 9	Draft TIF Plan and Eligibility Report sent to Governing Body of Municipality for review.
Week 10	Kane, McKenna assists Municipality to prepare draft resolution authorizing TIF Public Hearing.
Week 10	Draft TIF Plan and Eligibility Report must be on file at Municipal Clerk's office at least 10 days before the Municipality approves the TIF Public Hearing resolution.
Week 12	Governing Body of the Municipality adopts TIF Public Hearing resolution which authorizes time and place for the public hearing concerning the draft TIF Plan and Eligibility Report. The resolution also authorizes Municipal staff to prepare additional notices as required by the TIF Act (see below).
Week 12	<p>Notice of Public Hearing sent to affected taxing districts, IDCEO and any interested parties by certified mail. The notice will also include the time and the place for the first Joint Review Board (JRB) meeting, as well as a draft copy of the TIF Plan and Eligibility Report.</p> <p>Municipality sends Interested Parties notices by regular mail to residential addresses within 750 feet of proposed boundaries and any interested parties.</p> <p>The first meeting of the JRB must take place at least 14 days following the notice of public hearing by the Municipality to the taxing districts (and no more than 28 days following such notice).</p> <p>Kane, McKenna prepares draft TIF ordinances for Municipal staff review. Municipal staff prepares materials for JRB review.</p>



<u>Timing: Week of</u>	<u>Task</u>
Week 14	Update taxpayer list to include identification of delinquent taxpayers and if taxes are delinquent, taxpayers of record for the last three years for each relevant parcel.
Week 14	<b><u>First meeting of the Joint Review Board.</u></b> The JRB reviews the <b><u>planning documents and proposed ordinances regarding the proposed TIF District.</u></b>
Week 14 to Week 19	The JRB shall make an advisory, <b><u>non-binding recommendation</u></b> regarding the TIF area within thirty (30) days after the convening of the JRB. The JRB shall base its decision to recommend or not recommend the proposed TIF District on the basis of the proposed TIF District satisfying the statutory eligibility criteria. If the JRB does not recommend TIF District designation, the JRB shall issue a written report describing why the area fails to meet one or more eligibility criteria. The Municipality then has thirty (30) days to confer and resolve such issues. In the event that such issues are not resolved, the Municipality may proceed with the adoption of the TIF, but only upon a 3/5s vote. <u>In the event that JRB does not file a report or make a recommendation, it shall be presumed that these taxing districts find the area to satisfy the eligibility criteria. Failure of the JRB to make a recommendation or to submit its report on a timely basis shall not cause a delay in the process of forming the TIF District.</u>
Week 15	<b><u>Publish Notice of Public Hearing</u></b> in two (2) editions of local newspaper (not more than thirty (30) days nor less than ten (10) days prior to public hearing).
Week 16	<b><u>Send Notices of Public Hearing</u></b> to all property taxpayers of record in the proposed TIF District (not less than ten (10) days before public hearing) and any interested parties. Also complete research of delinquent taxpayers and send notices to taxpayers of record for the previous three years. Residential addresses <u>within</u> TIF District must also receive the same notice by regular mail if there are more than seventy-five 75 residential units.

**Timing: Week of****Task**

Week 20

The Municipality holds the **public hearing** for the proposed TIF. Any interested person or affected taxing district may file written objections or be heard orally in this forum. The public hearing may be adjourned to another date without any further written notices. If any significant changes are to be made in the Redevelopment Plan, notices of such changes must be sent to taxing districts and published in a local newspaper at least ten (10) days subsequent to TIF ordinance adoption.

Week 21

Municipal staff prepares memo to Governing Body of the Municipality and provides TIF ordinances for review.

Week 22

No earlier than 14 days after the public hearing, the Governing Body of the Municipality may introduce and **adopt the three ordinances** necessary to adopt the TIF Plan, establish the Redevelopment Project Area and to adopt tax increment financing.

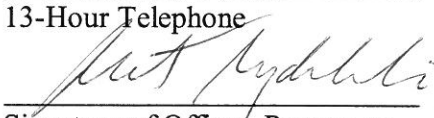
Immediately after passage of the ordinance designating the boundaries of the TIF, the Municipal Clerk must transmit the ordinances to the County Clerk. The County Clerk must determine the most recently ascertained equalized assessed value of each parcel of real property in the TIF District, as well as the “total initial equalized assessed value” of the taxable real property within the TIF District and provide a written certificate stating the TIF “base” EAV.

Village of Downers Grove

**V. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award**

<b>PROPOSER:</b>	
Kane, McKenna and Associates, Inc.	Date: <u>11/17/16</u>
Company Name	
150 N. Wacker Drive Suite 1600	<u>rrychlicki@kanemckenna.com</u>
Street Address of Company	Email Address
Chicago, IL 60606	<u>Robert Rychlicki</u>
City, State, Zip	Contact Name (Print)
312-444-1702	<u>312/444-1702</u>
Business Phone	13-Hour Telephone
312-444-9052	
Fax	Signature of Officer, Partner or Sole Proprietor
	<u>Robert Rychlicki, President</u>
	Print Name & Title
ATTEST: If a Corporation	
Signature of Corporation Secretary	

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

ATTEST:

\_\_\_\_\_  
 Signature of Village Clerk

\_\_\_\_\_  
 Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: Kane, McKenna and Associates, Inc.

ADDRESS: 150 N. Wacker Drive, Suite 1600

CITY: Chicago

STATE: Illinois

ZIP: 60606

PHONE: 312-444-1702 FAX: 312-444-9052

TAX ID #(TIN): 36-3087940

(If you are supplying a social security number, please give your full name.)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: N/A

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

- |                      |   |
|----------------------|---|
| Individual           | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor      | Limited Liability Company-Partnership                 |
| Partnership          | Limited Liability Company-Corporation                 |
| Medical              | ( Corporation )                                       |
| Charitable/Nonprofit | Government Agency                                     |

SIGNATURE: *[Handwritten Signature]*

DATE: 11/17/16

Village of Downers Grove

**PROPOSER'S CERTIFICATION (page 1 of 3)**

With regard to Downers Grove TIF Districts (Name of Project), Proposer Kane, McKenna and Associates, Inc. (Name of Proposer) hereby certifies the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: *[Signature]*  
Proposer's Authorized Agent

3	6	-	3	0	8	7	9	4	0
---	---	---	---	---	---	---	---	---	---

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 17th day of Nov., 2016.

*[Signature]*  
Notary Public



Village of Downers Grove

**PROPOSER'S CERTIFICATION (page 2 of 3)**

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Kane, McKenna and Associates, Inc., and the full names of its Officers are as follows:

President: Robert Rychliński

Secretary: Mary Thompson

Treasurer: Mary Thompson

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the State of \_\_\_\_\_.

**(c) Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: N/A  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the State of \_\_\_\_\_.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

Insurer's Name Travelers Insurance

Agent Warren Insurance Agency

Street Address 3502 Chicago Road

Village of Downers Grove

**PROPOSER'S CERTIFICATION (page 3 of 3)**


City, State, Zip Code Steger, Illinois 60475

Telephone Number 708/755-1925

**I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.**

Print Name of Company: Kane, McKenna and Associates, Inc.

Print Name and Title of Authorizing Signature: Robert Rychlicki, President

Signature: 

Date: 11/17/16

## Village of Downers Grove

<b>Suspension or Debarment Certificate</b>
--

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

**If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.**

Company Name: Kane, McKenna and Associates, Inc.

Address: 150 N. Wacker Drive - Suite 1600

City: Chicago, Illinois Zip Code: 60606

Telephone: ( 312) 444-1702 Fax Number: (312) 444-9052

E-mail Address: rrychlicki@kanemckenna.com

Authorized Company Signature: 

(Print )Name: Robert Rychlicki Title of Official: President

Date: 11/12/16



Village of Downers Grove

**Campaign Disclosure Certificate**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare: \_\_\_\_\_

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.

\_\_\_\_\_  
Signature Robert Rychlicki  
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:  
Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

*Robert Rychlicki* 11/17/16  
Signature Print Name