



AGENDA

Village Board of Trustees

Committee at Large Meeting

January 23, 2024 – 7:00 pm
Location: 1 Park Drive, Shiloh, IL 62269

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS \ ANNOUNCEMENTS

MINUTES – DECEMBER 18, 2023

TREASURER'S REPORT

MAYOR'S REPORT

COMMITTEE REPORTS: **ADMINISTRATION & PERSONNEL (NORTHWAY)**

1. SOLICITOR'S APPLICATIONS – REPRESENTING I3 BROADBAND (FIBER OPTIC INTERNET) – GAVIN HOFMEISTER, TEPHAN ANDERSON & CODY PROAPS

FINANCE & BUDGET (WILKE)

PLANNING & DEVELOPMENT (HOLZUM)

1. GREEN MOUNT – LEBANON BUSINESS DISTRICT PLAN: ORDINANCE SETTING A PUBLIC HEARING (LAND ON THE SOUTHEAST CORNER OF GREEN MOUNT & LEBANON AVENUE)
2. SHORT-TERM RENTALS
3. AUTHORIZE STAFF TO ISSUE A PERMIT FOR THE CELL TOWER MODIFICATION – 2220 FRANK SCOTT PARKWAY EAST (THREE SPRINGS PARK) – ADDING THREE T-MOBILE PANEL ANTENNAS AND MOUNTING PLATFORM WITH HANDRAIL @ THE 120' ELEVATION

NOTE: THE APPLICANT HAD A PERMIT FOR THIS PROJECT THAT EXPIRED

PUBLIC PARKS & FACILITIES (WARCHOL)

PUBLIC SAFETY (VERNIER)

1. PROPOSAL FOR ARCHITECTURAL SERVICES – SHILOH POLICE DEPARTMENT BUILDING

STREETS (MCCULLOUGH)

OTHER BUSINESS

1. EXECUTIVE (CLOSED) SESSION
(65 ILCS – SECTION 2)
(MAY BE HELD TO DISCUSS PERSONNEL MATTERS (C) 1, COLLECTIVE BARGAINING (C) 2, PURCHASE OR LEASE OF REAL ESTATE (C) 5, SALE OR LEASE OF REAL ESTATE (C) 6, LITIGATION (C) 11, AND DISCUSSION OF CLOSED SESSION MINUTES (C) 21)
2. ACTION TAKEN ON EXECUTIVE SESSION ITEMS (IF ANY)

BILLS

ADJOURNMENT

Notice of Public Hearing

Village of Shiloh, Illinois Business District Plan for the Proposed Green Mount - Lebanon Business District

The Village of Shiloh is considering adopting a Business District Plan (the "Plan") for the proposed Green Mount - Lebanon Business District (the "Business District") pursuant to the Illinois Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1 through 3-7, the "Business District Law").

This notice also includes the following information:

1. The Village will hold a public hearing on the proposed Plan and designation of the Business District on February 26, 2024 at 6:45 P.M. at the Shiloh Municipal Building, #1 Park Drive, Shiloh, Illinois.
2. The boundaries of the Green Mount - Lebanon Business District include commercial, agricultural, and wooded properties generally located in the southeast quadrant of the intersection of N Green Mount Road and Lebanon Avenue, described below:

Part of the Southwest Quarter of Section 7, Township 1 North, Range 7 West of the Third Principal Meridian, and part of the Southeast Quarter of Section 12, Township 1 North, Range 8 West of the Third Principal Meridian, all in St. Clair County, Illinois, being more particularly described as follows:

Beginning at the southwest corner of Lot 1 of "Orphan Place," reference being had to the plat thereof recorded in Plat Book 83 on Page 25 in the St. Clair County records; thence in a southerly direction along the west line of Lots 2 through 14 of said "Orphan Place," to the southwest corner of said Lot 14 of "Orphan Place;" thence southeasterly, along the westerly line of Lot 15 of said "Orphan Place," a distance of 131.78 feet; thence in a southeasterly direction, continuing along the westerly line of said Lot 15, a distance of 168 feet to the most southerly corner thereof, said point being the most westerly corner of Lot 21 of "Orphan Place 1st Addition," reference being had to the plat thereof recorded in Plat Book 85 on Page 79 in the St. Clair County records; thence southeasterly, along the west line of said Lot 21, and along the westerly line of Lot 20 of said "Orphan Place 1st Addition," 113 feet; thence southeasterly, continuing along the westerly line of said Lot 20, a distance of 53.8 feet; thence in a southeasterly direction, continuing along the westerly line of said Lot 20, and along the westerly line of Lot 19 of said "Orphan Place 1st Addition," a distance of 180.58 feet; thence in a southeasterly direction, along the southerly line of said Lot 19, and along the southerly line of Lot 18 of said "Orphan Place 1st Addition," a distance of 139.17 feet; thence in a southeasterly direction along the westerly line of said Lot 18, a distance of 143 feet to a bend point in the southerly line of said Lot 18; thence in a southeasterly direction, along the southerly line of said Lot 18, a distance of 25.08 feet to the most southerly corner thereof; thence in a southerly direction, along the southerly prolongation of the east line of the aforementioned Lot 18 of "Orphan Place 1st Addition," said line being the westerly line of a tract conveyed to Brady A. Blume by a deed recorded as Document No. A02258733 in the St. Clair County records, a distance of 50 feet more or less to the center line of a creek, said creek center line being the southwesterly line of the tract conveyed to Brady A. Blume described in Document No. A02258733; thence in a southeasterly direction, along said southwesterly line of the Blume tract, 200 feet more or less to its intersection with the north line of a tract conveyed to Michael John Hiemer and Daniel Carl Hiemer by the deed recorded as Document No. A02295757 in the St. Clair County records; thence westerly, along said north

line, 1850 feet more or less to its intersection with the easterly right of way line of "North Greenmount Road;" then continuing westerly, 90 feet to the westerly right of way line of "North Greenmount Road;" thence in a northerly direction, along said westerly line of North Greenmount Road, 1990 feet more or less its intersection with the southerly right of way line of Lebanon Avenue; thence in a northwesterly direction, to a point in the northerly right of way line of Lebanon Avenue; thence in a northeasterly direction, along said northerly right of way line of Lebanon Avenue, to its intersection with the northerly prolongation of the east right of way line of "Ramona Drive," reference being had to the aforementioned plat of "Orphan Place" recorded in Plat Book 83 on Page 25 in the St. Clair County records; thence in a southerly direction, along said prolongation, and along said east right of way line of "Ramona Drive," to its intersection with the easterly prolongation of the south line of the aforementioned Lot 1 of "Orphan Place;" thence in a westerly direction, along said prolongation, and along said south line of Lot 1 of "Orphan Place," to the point of beginning and containing 70 acres more or less.

3. The Village has prepared a Business District Plan (the "Plan") for the Business District as required by the Business District Law. The purpose of the Plan is to induce private investment in construction of new commercial and residential development within the Business District as well as expansion of public water and sewer lines. The Plan establishes the objectives and policies for the development of the Business District and includes an estimate of Business District project costs.
4. A portion of the funds necessary to pay Business District project costs associated with this development are to be derived from a proposed 0.5% Business District Retailers' Occupation Tax and a proposed 0.5% Business District Service Occupation Tax.
5. A copy of the Business District Plan is available for public inspection at the Shiloh Municipal Building.
6. All interested persons will be given an opportunity to be heard at the public hearing.

ORDINANCE NO. . . .

**AN ORDINANCE OF THE VILLAGE OF SHILOH PROPOSING THE
APPROVAL OF A BUSINESS DISTRICT PLAN FOR THE PROPOSED
"GREEN MOUNT - LEBANON BUSINESS DISTRICT" AND FIXING A TIME
AND PLACE FOR A PUBLIC HEARING DATE ON THE PLAN AND
DESIGNATION OF THE BUSINESS DISTRICT**

WHEREAS, the Village of Shiloh, St. Clair County, Illinois (the "Village") has the authority to designate certain areas of the Village as a Business District pursuant to the Illinois Business District Development and Redevelopment Business District Law, Section 65 ILCS 5/11-74.3-1, et seq., as amended (the "Business District Law"); and

WHEREAS, pursuant to the Business District Law, the Village has prepared a Business District Plan (the "Plan") for the area generally located in the southeast quadrant of the intersection of N Green Mount Road and Lebanon Avenue. This general area constitutes the proposed Green Mount - Lebanon Business District (the "Business District"); and

WHEREAS, because of the non-existent and inadequate street layout, as well as lack of public water and sewer services, the proposed Business District is an economic liability to the community and represents and economic underutilization; and

WHEREAS, the purpose of the Plan and the designation of the Business District is to eradicate the blighting conditions that exist and to assure opportunities for encouraging private investment and attracting sound and stable business and commercial growth to the Business District; and

WHEREAS, the Business District Law requires that the Village hold a public hearing to take testimony from the public regarding the proposed Plan and designation of the Business District.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Village Board of the Village of Shiloh, St. Clair County, Illinois, as follows:

Section 1. That the preceding recitations of this Ordinance are realleged, restated and adopted as paragraph one (1) of this Ordinance; and

Section 2. That the public hearing shall be held before the Committee at Large on February 26, 2024, beginning at 6:45pm at the Shiloh Municipal Building.

Section 3. That the Village Clerk is hereby authorized and directed to publish notices of this public hearing as required under the Business District Law.

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 5. That this Ordinance shall become effective immediately upon its passage.

PASSED AND APPROVED this __ day of _____, 2024.

YEAS:

NAYS:

ABSENT:

Robert Weilmuenster, Mayor

ATTEST:

Brenda Kem, Village Clerk

Greenmount - Lebanon

Business District Plan



Prepared for the
Village of Shiloh, Illinois

Prepared by
PCAWPLANNERS
January 11, 2024

Acknowledgments

Mayor

Bob Weilmuenster

Village Board of Trustees

Jason Holzum

Russ McCullough

Kristy Northway

Jim Vernier

Julia Warchol

Matt Wilke

Village Clerk

Brenda Kern

Village Treasurer

Bill Boker

Chief Financial Officer

Tracy D. Kennett, CPA

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SECTION 1: INTRODUCTION

BACKGROUND AND PURPOSE

The Village of Shiloh, Illinois (the “Village”) is considering the establishment of a new Business District (the “District”) and Business District Plan (the “Plan”). The Village has long recognized the benefits of having a strong and diversified economic base. In furtherance of this goal, the Village continuously promotes opportunities for private investment that result in sound and stable commercial and industrial growth. The purpose of this document is to set forth a plan to induce the development of approximately 70 acres of land, including right-of-way, located primarily in the southeast quadrant of the intersection of N Greenmount Road and Lebanon Avenue, expanding to the east along Lebanon Avenue and to the south along N Greenmount Road. This area is hereby known as “Greenmount – Lebanon Business District,” the boundary of which is displayed in **Exhibit A: Business District Boundary** on the following page. The intent of this Business District Plan is to encourage and promote the attraction of new businesses to this part of the Village, which will help to partially fund the extension of the public sewer system to these properties.

This proposed Business District includes a building housing the Shiloh Police Department, some existing businesses, including Wilke Window & Door and Norm’s Bargain Barn, and a few large vacant and agricultural tracts of land. Of the 70 acres, approximately 11 acres are currently developed, just over 35 acres are utilized for agricultural production, and about 17 acres are undeveloped land with tree cover. These land uses are displayed in **Exhibit B: Current Land Use**.

The Village has determined that the Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1, et. seq.) (the “Business District Law”) is an appropriate vehicle to be used as an inducement for funding a portion of the costs associated with new construction and providing the supporting infrastructure needed for development in the Business District. Designating the area as a Business District will move the Village, at least in part, toward completing a few of its goals and objectives listed in the 2018 Comprehensive Plan, including the following:

- Expanding infrastructure and forming capital for needed improvements
- A need for more commercial development to encourage a more diverse economy
- Balancing the inevitable growth of the community with the infrastructure needs of both residential and commercial development
- Identifying funding sources for improvements to and the extension of the sanitary sewer system

Exhibit A: Business District Boundary

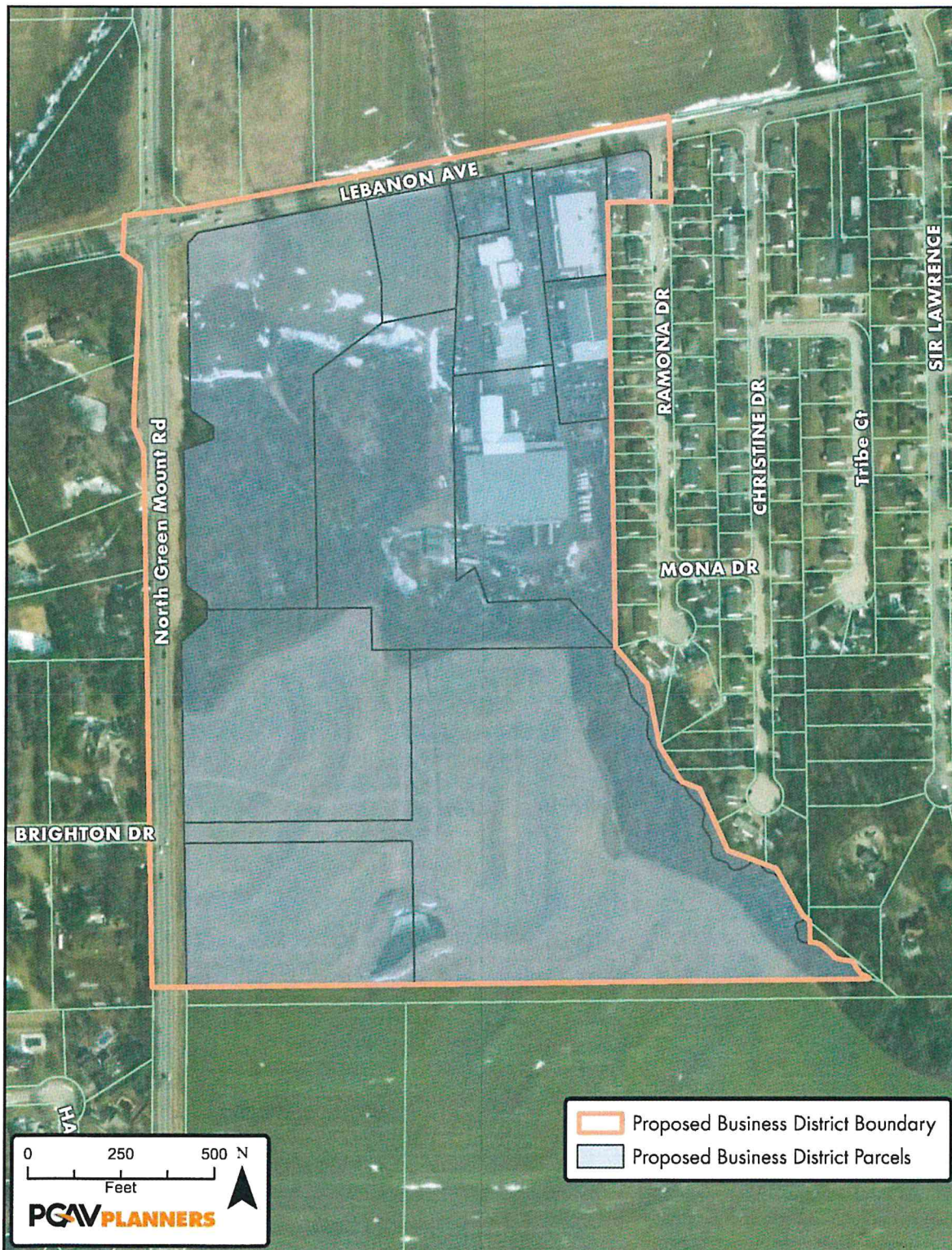
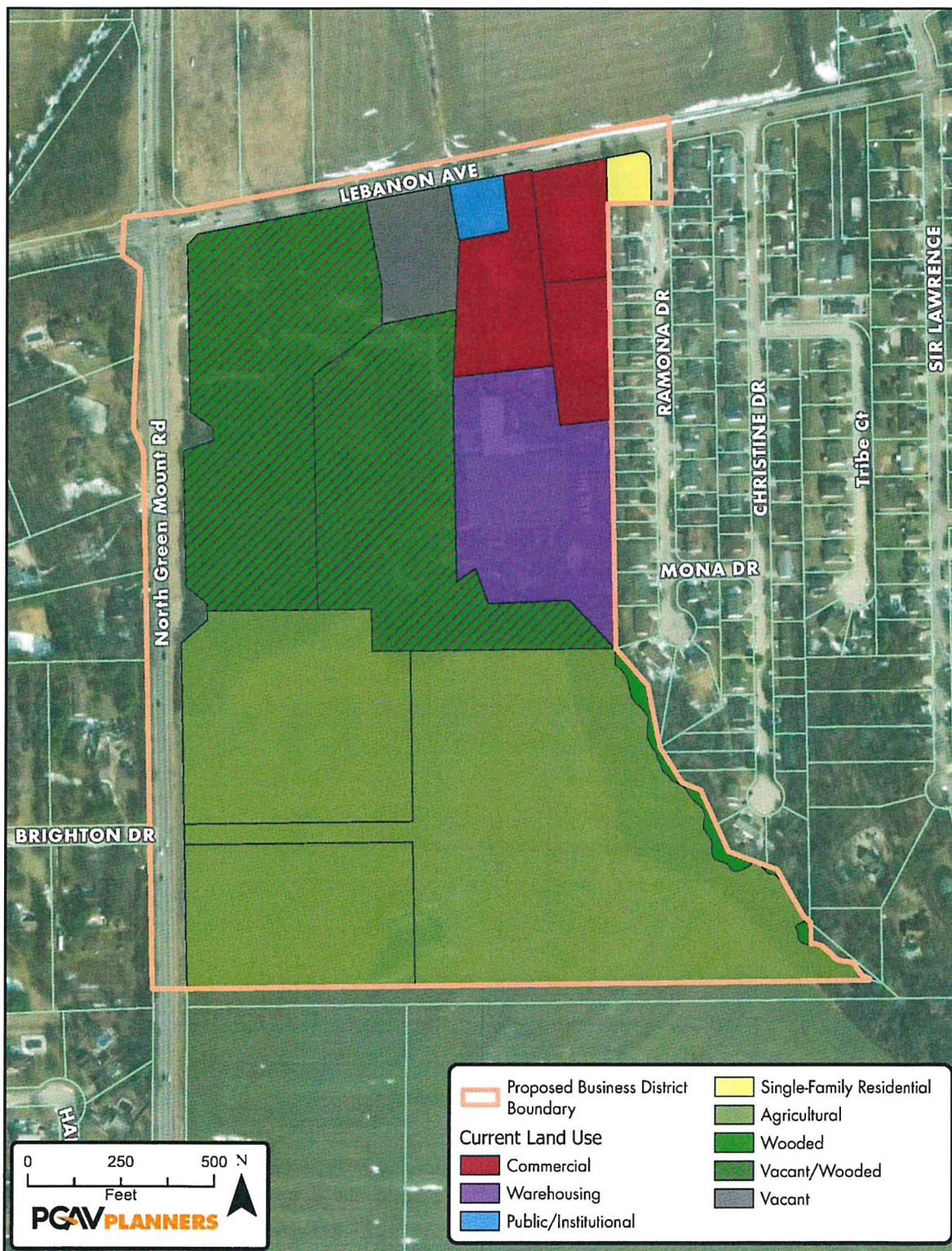


Exhibit B: Current Land Use

MUNICIPAL AUTHORITY

The Business District Law authorizes Illinois municipalities to designate an area within the municipality as a “Business District.” A Business District must be established in conformance with a specific plan officially approved by the corporate authorities of the municipality after a public hearing and must also conform to the municipality's comprehensive plan.

The exercise of the powers provided for in the Business District Law is dedicated to the promotion of the public interest and to the enhancement of the tax base of business districts. The use of such powers for the development and redevelopment of business districts is a public use essential to the public interest. In accordance with the Business District Law, the Village may exercise the following powers:

- (1) To make and enter into all contracts necessary or incidental to the implementation and furtherance of a business district plan. A contract by and between the municipality and any developer or other nongovernmental person to pay or reimburse said developer or other nongovernmental person for business district project costs incurred or to be incurred by said developer or other nongovernmental person shall not be deemed an economic incentive agreement under Section 8-11-20, notwithstanding the fact that such contract provides for the sharing, rebate, or payment of retailers' occupation taxes or service occupation taxes (including, without limitation, taxes imposed pursuant to subsection 10) the municipality receives from the development or redevelopment of properties in the business district. Contracts entered into pursuant to this subsection shall be binding upon successor corporate authorities of the municipality and any party to such contract may seek to enforce and compel performance of the contract by civil action, mandamus, injunction, or other proceeding.*
- (2) Within a business district, to acquire by purchase, donation, or lease, and to own, convey, lease, mortgage, or dispose of land and other real or personal property or rights or interests therein; and to grant or acquire licenses, easements, and options with respect thereto, all in the manner and at such price authorized by law. No conveyance, lease, mortgage, disposition of land or other property acquired by the municipality or agreement relating to the development of property, shall be made or executed except pursuant to prior official action of the municipality. No conveyance, lease, mortgage, or other disposition of land owned by the municipality, and no agreement relating to the development of property, within a business district shall be made without making public disclosure of the terms and disposition of all bids and proposals submitted to the municipality in connection therewith.*
- (2.5) To acquire property by eminent domain in accordance with the Eminent Domain Act.*
- (3) To clear any area within a business district by demolition or removal of any existing buildings, structures, fixtures, utilities, or improvements, and to clear and grade land.*

-
- (4) *To install, repair, construct, reconstruct, or relocate public streets, public utilities, and other public site improvements within or without a business district which are essential to the preparation of a business district for use in accordance with a business district plan.*
 - (5) *To renovate, rehabilitate, reconstruct, relocate, repair, or remodel any existing buildings, structures, works, utilities, or fixtures within any business district.*
 - (6) *To construct public improvements, including but not limited to buildings, structures, works, utilities, or fixtures within any business district.*
 - (7) *To fix, charge, and collect fees, rents, and charges for the use of any building, facility, or property or any portion thereof owned or leased by the municipality within a business district.*
 - (8) *To pay or cause to be paid business district project costs. Any payments to be made by the municipality to developers or other nongovernmental persons for business district project costs incurred by such developer or other nongovernmental person shall be made only pursuant to the prior official action of the municipality evidencing an intent to pay or cause to be paid such business district project costs. A municipality is not required to obtain any right, title, or interest in any real or personal property in order to pay business district project costs associated with such property. The municipality shall adopt such accounting procedures as shall be necessary to determine that such business district project costs are properly paid.*
 - (9) *To apply for and accept grants, guarantees, donations of property or labor or any other thing of value for use in connection with a business district project.*
 - (10) *If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a retailers' occupation tax and a service occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for business district project costs as set forth in the business district plan approved by the municipality.*
 - (11) *If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a hotel operators' occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for the business district project costs as set forth in the business district plan approved by the municipality.*

ADDITIONAL STATUTORY PROVISIONS

In accord with the provisions of the Business District Law stated above, a municipality may enter into contracts necessary or incidental to the implementation and furtherance of a Business District

Plan. This contracting power includes entering into an agreement with a developer or other nongovernmental person that provides for the sharing, rebate, or payment of retailers' occupation taxes or service occupation taxes the municipality receives from the development or redevelopment of properties in the Business District.

Also, the corporate authorities of a municipality may impose a retailers' occupation tax, service occupation tax, or hotel operators' occupation tax by ordinance pursuant to subsection (10) or (11) of Section 11-74.3-3 of the Business District Law. However, in order to establish such taxes, the Business District area must qualify as a "blighted area" as that term is defined in Section 11-74.3-5 of said law:

"Blighted area" means an area that is a blighted area which, by reason of the predominance of defective, non-existent, or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.

Furthermore, a Business District Plan shall be prepared. As defined in Section 11-74.3-5 of the Business District Law, a "Business District Plan" is the written plan for the development or redevelopment of the area identified as the District and must contain the following information:

- (1) a specific description of the boundaries of the proposed business district, including a map illustrating the boundaries;*
- (2) a general description of each project proposed to be undertaken within the business district, including a description of the approximate location of each project and a description of any developer, user, or tenant of any property to be located or improved within the proposed business district;*
- (3) the name of the proposed business district;*
- (4) the estimated business district project costs;*
- (5) the anticipated source of funds to pay business district project costs;*
- (6) the anticipated type and terms of any obligations to be issued; and*
- (7) the rate of any tax to be imposed pursuant to subsection (10) or (11) of Section 11-74.3-3 and the period of time for which the tax shall be imposed.*

This document constitutes the Greenmount – Lebanon Business District Plan. It sets forth the necessity for the designation of the Business District, the qualifications of the Business District as a "blighted area," a statement of objectives and policies to achieve these objectives, and a description of proposed projects for the Business District.

SECTION 2: ANALYSIS OF BLIGHTING FACTORS

QUALIFICATIONS ANALYSIS FOR THE BUSINESS DISTRICT

Because the Village intends to implement an additional retailers' occupation tax and service occupation tax of up to 0.5%, in accordance with the provisions of the Business District Law, an evaluation of the conditions within the Business District was conducted. Information gathered for this analysis was derived from inspecting the conditions of the property and information from the Illinois Department of Revenue regarding sales tax revenue. The following discussion in this section of the Plan summarizes the existing conditions within the Business District that allow it to qualify as a "blighted area" as defined by the Business District Law.

Predominance of Non-existent/Inadequate Street Layout

The proposed Business District contains some existing businesses and large tracts of undeveloped land. The Area suffers from non-existent street layout and would not reasonably be anticipated to be developed without the Business District in place. Of the 70 total acres that make up the proposed Business District, 52 acres, or 74.3% of the land within the proposed District, are undeveloped and contain no internal streets or drives.

Sufficient infrastructure investment would allow these tracts of land to be developed in accordance with the Village's 2018 Comprehensive Plan. Many acres, identified in **Exhibit B** as being agricultural or vacant/wooded, have excellent visibility from N Greenmount Road and Lebanon Avenue and represent a major development and economic opportunity for the Village and the existing businesses nearby. It is clear these parcels will not reach their full economic utilization unless an adequate street network is constructed.

If the Business District manages to attract private investment, it is likely Lebanon Avenue and N Greenmount Road may need to be upgraded to include additional ingress/egress, turn lanes, and driving lanes. Additional studies need to be completed to determine the desired capacity and configuration of these roads once the vacant land in the Business District is developed in compliance with the Village Comprehensive Plan. However, it is likely these two roadways are inadequate to serve a fully developed Business District.

Economic Underutilization of the Area That Represent an Economic Liability

The Village's Comprehensive Plan calls for the development of additional commercial opportunities and encourages a diverse economy. The vacant and underutilized properties in the Business District are not contributing to reaching the goals of the Comprehensive Plan and represent an economic underutilization of the area. Underutilized properties create an economic liability for the Village, as they are not producing the necessary revenue to fund public services and government functions.

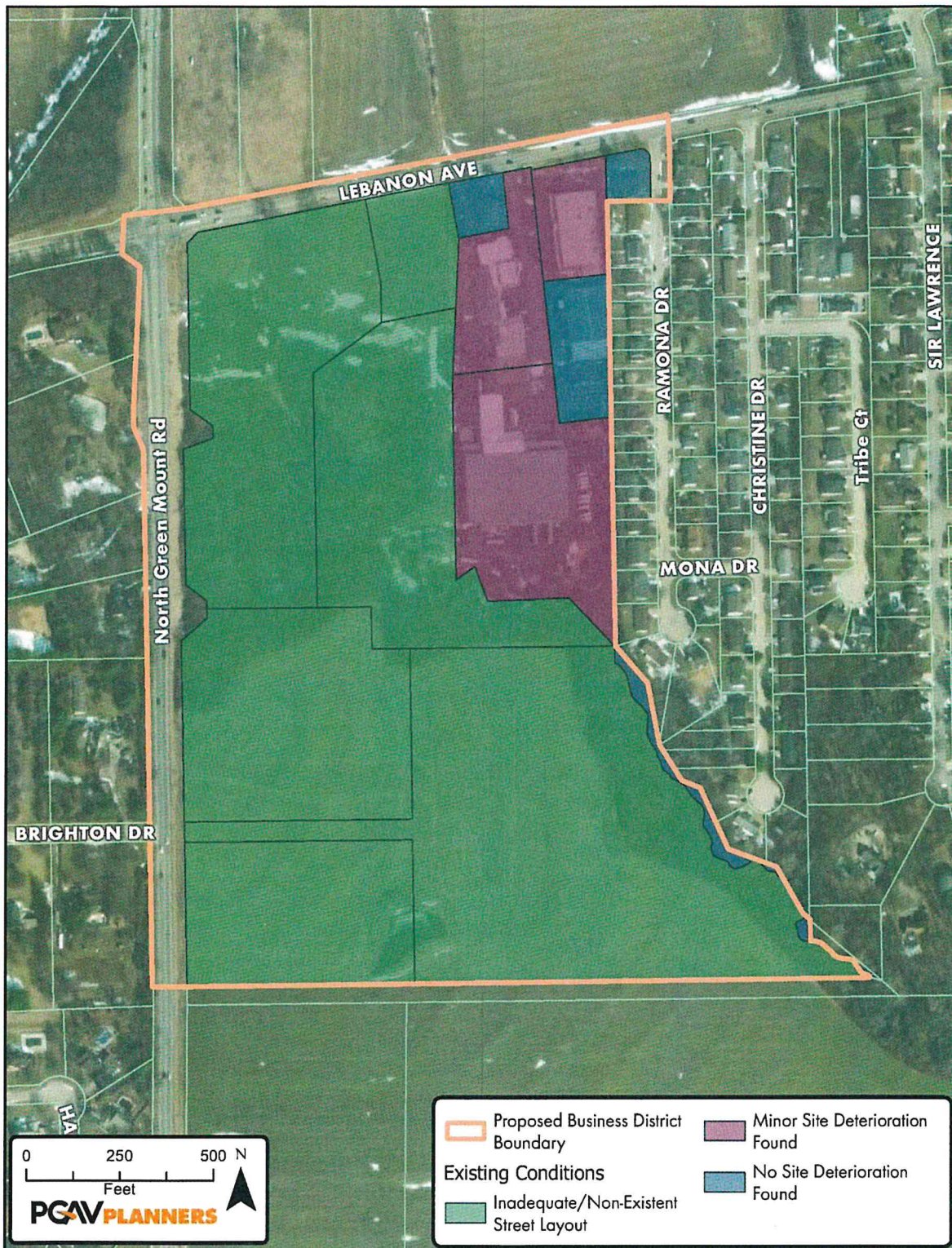
QUALIFICATION SUMMARY AND FINDINGS

Based on the “blighted area” definition outlined in the Business District Law, there are enough conditions that represent the required qualifications. These include:

- There are large tracts of vacant, agricultural, and wooded land that cannot be developed without the construction of internal streets, drives, and sidewalks. The area suffers from a non-existent street layout.
- It is likely the existing roadways of N Greenmount Road and Lebanon Avenue will need to be improved and/or configured differently to meet the development opportunities in the Business District.
- The underdeveloped properties in the Business District are underutilized and represent an economic liability for the Village. The current land use does not fulfill the goals of the Comprehensive Plan.

Therefore, the Business District meets the standards as a “blighted area” per Section 11-74.3-5(3) of the Business District Law for designation as a “Business District” for purposes of imposing a tax pursuant to subsections (10) or (11) of Section 11-74.3-3 of the Business District Law. The Business District represents an area of the Village, which by reason of inadequate or non-existent streets along with large, undeveloped tracts of land, constitutes an economic liability and underutilization of the area.

Exhibit C: Qualifying Conditions



SECTION 3: BUSINESS DISTRICT PLAN

DESCRIPTION OF THE BUSINESS DISTRICT

The Business District consists of approximately 70 acres of land. The boundaries of the Business District are delineated in **Exhibit A: Business District Boundary**, and a boundary description is attached in the **Appendix** as **Attachment A**.

PURPOSE OF THE PLAN

The purpose of the Business District Plan (the “Plan”) is to induce public and private investment in the construction of buildings and infrastructure related to new commercial development. The Plan establishes the objectives and policies for developing the Business District.

Under the provision of the Illinois Business District Development and Redevelopment Law, the Village intends to adopt two of the Business District sales taxes (retailers’ and service taxes) as provided for in Section 11-74.3-3 (10) of the Business District Law at the level of 0.5%. The Plan also describes the proposed uses of the revenue to be generated by the Business District taxes and lays out policies for using Business District tax revenue to provide incentives to achieve the Village’s objectives for the Business District.

BUSINESS DISTRICT OBJECTIVES

It is the overall objective of this Plan to encourage public and private investment in the Business District. More specifically the objectives include:

Objective #1: Expand Shiloh’s Economic Base

Use incentives to enhance the Village’s commercial base by developing several properties currently vacant, wooded, or used for agriculture.

Objective #2: Encourage Investment and Grow the Village’s Existing Businesses

The Business District contains a few existing businesses that will benefit from added traffic and additional tax revenue that will result as the area develops more.

Objective #3: Remedy Blighted Conditions

Eliminate the conditions that caused the Business District to qualify as a “blighted area” as defined in Business District Law. In this case, that means providing an adequate street layout throughout the Business District.

GENERAL DESCRIPTION AND LOCATION OF PROPOSED PROJECT

The initial project proposed for the Business District is to extend the municipal sewer system to serve the developable land in the southeast quadrant of the intersection of N Greenmount Road and Lebanon Avenue. Subsequent projects would include the construction of various commercial structures and parking areas done in concert with further extensions of the sewer system. Lastly, the southernmost part of the Business District will likely be developed for residential use to comply with the Comprehensive Plan's Future Land Use map and current zoning of the properties.

BUSINESS DISTRICT POLICIES

It is the intent of this Plan to foster development within the Business District in a manner that is consistent with good urban planning practices, the Village's economic development goals and objectives, and all applicable codes and ordinances. The policies as set forth below are established to promote these objectives.

Development Agreements or Other Such Instruments

In order to ensure that development occurs in a manner consistent with this Plan, the Village and businesses are expected to enter into development agreements or other such instruments that will establish the terms and conditions under which Business District financial incentives are to be provided. Such instruments may establish, among other things:

- the development entity to receive the incentive,
- the public and/or private improvements to be built, and
- identification of the type and amount of project costs to be reimbursed from Business District sales taxes.

The Village may enter into multiple development agreements or other such instruments with other developers if necessary to implement the Business District Plan.

Development Policies

Development within the Business District should occur in a manner that is consistent with good urban planning practices, the Village's economic development goals and objectives, and all applicable codes and ordinances. This Business District Plan is in accordance with the goals and directives laid out in the Village's 2018 Comprehensive Plan.

Economic Incentive Policies

To induce private investment in the Business District, the Village intends to provide certain economic incentives to private parties. In providing such incentives, it is not the policy or intent of the Village to create an unfair advantage of one business over a like-kind business. Instead, incentives will be

used to help make projects feasible by helping to offset extraordinary project costs permitted in the Business District Law and as cited on the following pages.

It is the policy of the Village to assign the revenue generated by each development to pay off Business District eligible costs and debt obligations incurred by that development before using those funds to pay for eligible costs elsewhere in the Business District. This does not guarantee that each development is entitled to 100% of the Business District revenue it generates. The amount of Business District revenue obligated to each development is subject to the terms and conditions of their respective development agreements. The purpose of this policy is to reassure developers and businesses that their obligations will be paid in full, as Business District funds are available, before those funds are used elsewhere in the Business District.

BUSINESS DISTRICT PROJECT COSTS

The following costs are anticipated to be incurred in implementing the Business District. The Business District projects described above may entail a range of public and private activities and associated costs as provided for in Section 11-74.3-5 of the Business District Law, including without limitation the following:

- (1) costs of studies, surveys, development of plans and specifications, implementation and administration of a business district plan, and personnel and professional service costs including architectural, engineering, legal, marketing, financial, planning, or other professional services, provided that no charges for professional services may be based on a percentage of tax revenues received by the municipality;*
- (2) property assembly costs, including but not limited to, acquisition of land and other real or personal property or rights or interests therein, and specifically including payments to developers or other nongovernmental persons as reimbursement for property assembly costs incurred by that developer or other nongovernmental person;*
- (3) site preparation costs, including but not limited to clearance, demolition or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land;*
- (4) costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with the business district plan, and specifically including payments to developers or other nongovernmental persons as reimbursement for site preparation costs incurred by the developer or nongovernmental person;*

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- (5) *costs of renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures within the business district, and specifically including payments to developers or other nongovernmental persons as reimbursement for costs incurred by those developers or nongovernmental persons;*
 - (6) *costs of installation or construction within the business district of buildings, structures, works, streets, improvements, equipment, utilities, or fixtures, and specifically including payments to developers or other nongovernmental persons as reimbursements for such costs incurred by such developer or nongovernmental person;*
 - (7) *financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations, payment of any interest on any obligations issued under this Law that accrues during the estimated period of construction of any development or redevelopment project for which those obligations are issued and for not exceeding 36 months thereafter, and any reasonable reserves related to the issuance of those obligations; and*
 - (8) *relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law.*

The Village intends to provide economic development assistance through the funding and refinancing of certain development costs to be incurred by businesses and/or developers under the terms and conditions of development agreements in furtherance of the objectives of this Plan. Economic development assistance may include expenditures for public and private improvements as itemized in **Exhibit D: Estimated Business District Project Costs**.

Exhibit D should not be construed to limit the ability of the Village to enter into development agreements, which provide for other costs, additional costs, or a different distribution of these costs among the various line items. Specific limitations on such cost items and any distribution between them will be specified in development agreements by and between the Village and any developer(s), property owner, or business tenant.

Exhibit D: Estimated Business District Project Costs

Description	Estimated Cost
A. Public Works (streets, utilities, etc.)	\$3,067,800
B. Property Assembly (land acquisition, real/personal property)	\$255,650
C. Site Preparation (grading, demolition, clearing land, etc.)	\$357,910
D. Construction of Privately Owned Improvements (buildings, streets, utilities, equipment, etc.)	\$766,950
E. Building Renovation, Repair, and Relocation	\$255,650
F. Professional Services, Studies, and Plans	\$255,650
G. Relocation Costs (to the extent the City requires it)	\$51,130
H. Financing Costs (cost of issuing obligations or interest)	\$102,260
I. Contingency Costs (10%)	\$255,600
Total Estimated Costs to be Paid by Business District Revenue:	\$5,368,600

Notes:

- 1 All costs shown are in 2023 dollars
- 2 Adjustments may be made among line items within the budget based on actual costs without further amendment of this plan.
- 3 The total estimated business district project costs shall not be increased by more than 5% after adjustment for inflation from the date of approval of the Business District Plan, per subsection
- 4 Limited financing costs expected for the project are included above. However, financing costs such as interest expense, capitalized interest, and costs of issuance of obligations are not quantified herein but are fully authorized under this plan. These costs are subject to market conditions and will be considered part of the business district project cost as incurred.
- 5 Additional private investment beyond the costs outlined above are expected within the Business District.

SOURCES OF FUNDS TO PAY BUSINESS DISTRICT PROJECT COSTS

A portion of the funds necessary to pay for Business District project costs are to be derived from the following Business District Sales Taxes in accordance with Section 11-74.3-3 (10) of the Business District Law:

“...retailers' occupation tax and a service occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for business district project costs...”

These taxes are to be imposed at the rate of 0.5% and are defined in Section 11-74.3-6 of the Business District Law as follows:

- (b) *...a Business District Retailers' Occupation Tax upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this State's government, at retail in the business district at a rate not to exceed 1% of the gross receipts from the sales made in the course of such business, to be imposed only in 0.25% increments. The tax may not be imposed on food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and nonprescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purpose of rendering it usable by a disabled person, and insulin, urine testing materials, syringes, and needles used by diabetics, for human use.*
- (c) *...a Business District Service Occupation Tax shall also be imposed upon all persons engaged, in the business district, in the business of making sales of service, who, as an incident to making those sales of service, transfer tangible personal property within the business district, either in the form of tangible personal property or in the form of real estate as an incident to a sale of service. The tax shall be imposed at the same rate as the tax imposed in subsection (b) [Business District Retailers' Occupation Tax] and shall not exceed a rate of 1% of the selling price of tangible personal property so transferred within the business district, to be imposed only in 0.25% increments. The tax may not be imposed on food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and nonprescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purpose of rendering it usable by a disabled person, and insulin, urine testing materials, syringes, and needles used by diabetics, for human use.*

The Village shall deposit the proceeds of the aforementioned taxes imposed into a special fund of the Village to be named the **“Greenmount – Lebanon Business District Tax Allocation Fund”**.

Other sources of funds that may be used to pay the costs of implementation of the Business District objectives include:

- Private capital which is available through cash reserves or financing entities,
- Improvements funded by third party tenants or users, and
- Other sources of public financing that may be identified at such time in the future to fund project costs.

The Village may issue, or may cause to be issued by another issuer, obligations secured by the Business District Tax Allocation Fund to provide for the payment of Business District project costs in accordance with the applicable portions of the Business District Law. Such obligations may be issued in one or more series, bear such date or dates, become due at such time or times as therein provided, but in

any case not later than 20 years after the date of issue or the dissolution date of the Business District taxes imposed, whichever is earlier.

The term of the Business District taxes imposed shall be no more than 23 years after the date of adoption of the ordinance imposing taxes (see citation on the following page). For example, if the Business District taxes are approved on August 15, 2024, the municipality will adopt an ordinance rescinding the taxes before August 15, 2047. The Department of Revenue accepts documentation for imposing and rescinding Business Districts on April 1st and October 1st. If the documentation is submitted by October 1st, the Business District taxes shall be imposed the following January 1st, a delay of three months. Similarly, if the submission meets the April 1st deadline, the taxes shall be imposed the following July 1st.

If a municipality rescinds the Business District taxes before August 15, 2047, as in the previous example, they will meet the October 1, 2047 deadline and collection of Business District taxes would cease January 1, 2048. Due to the delay in distribution to municipalities of sales tax collections, the final payment from the Department of Revenue would be received by the municipality in the spring of 2047. The dissolution of the Business District shall take place no more than 270 days following payment to the municipality of the last distribution of taxes.

SECTION 4: FINDINGS AND AMENDMENTS TO THE BUSINESS DISTRICT PLAN

ESTABLISHMENT AND TERM OF THE BUSINESS DISTRICT

The establishment of the Business District shall become effective upon adoption of an ordinance by the Village Board adopting this Plan. The Business District shall expire in accordance with the provisions of the Business District Law in Section 11-74.3-6 (f) that states:

When business district project costs, including, without limitation, all obligations paying or reimbursing business district project costs have been paid, any surplus funds then remaining in the Business District Tax Allocation Fund shall be distributed to the municipal treasurer for deposit into the general corporate fund of the municipality. Upon payment of all business district project costs and retirement of all obligations paying or reimbursing business district project costs, but in no event more than 23 years after the date of adoption of the ordinance imposing taxes pursuant to subsection (10) or (11) of Section 11-74.3-3, the municipality shall adopt an ordinance immediately rescinding the taxes imposed pursuant to subsection (10) or (11) of Section 11-74.3-3.

FINDINGS OF THE PLAN

The Village hereby finds and determines as follows:

1. This Plan constitutes a specific plan for a Business District named the Greenmount – Lebanon Business District in the Village of Shiloh, St. Clair County, Illinois.
2. The designation of the Business District as identified in this Plan and the boundaries thereof delineated in **Exhibit A: Business District Boundary**, as well as described by the legal description contained in the **Appendix as Attachment A**, will assure opportunities for development and attraction of quality commercial growth to the Village.
3. The Business District is contiguous and includes only parcels of real property directly and substantially benefited by this Plan.
4. The Village's exercise of the powers provided in the Business District Law is dedicated to the promotion of the public interest and to the enhancement of the tax base of the Business District, and the use of the powers for the development and redevelopment of the Business District as provided in this Plan is declared to be a public use essential to the public interest of the residents of the Village.

5. The Business District qualifies as a “blighted area” because the District represents a portion of the Village, which by reason of non-existent/inadequate street layout, constitutes an economic liability and an economic underutilization of the area.
6. The Business District, on the whole, has not been subject to growth and development through investment by private enterprises and would not reasonably be anticipated to be developed or redeveloped without the adoption of this Business District Plan (see “Economic Underutilization of the Area” in Section 2: Analysis of Blighting Factors)
7. The land uses within the Greenmount – Lebanon Business District Plan will comply with all applicable codes and ordinances currently used by the Village to regulate land use.

PLAN AMENDMENTS

The procedure for amending this Plan shall also be in conformance with the provisions of the Business District Law.

APPENDIX

ATTACHMENT A: LEGAL DESCRIPTION

Greenmount – Lebanon Business District

Part of the Southwest Quarter of Section 7, Township 1 North, Range 7 West of the Third Principal Meridian, and part of the Southeast Quarter of Section 12, Township 1 North, Range 8 West of the Third Principal Meridian, all in St. Clair County, Illinois, being more particularly described as follows:

Beginning at the southwest corner of Lot 1 of "Orphan Place," reference being had to the plat thereof recorded in Plat Book 83 on Page 25 in the St. Clair County records; thence in a southerly direction along the west line of Lots 2 through 14 of said "Orphan Place," to the southwest corner of said Lot 14 of "Orphan Place;" thence southeasterly, along the westerly line of Lot 15 of said "Orphan Place," a distance of 131.78 feet; thence in a southeasterly direction, continuing along the westerly line of said Lot 15, a distance of 168 feet to the most southerly corner thereof, said point being the most westerly corner of Lot 21 of "Orphan Place 1st Addition," reference being had to the plat thereof recorded in Plat Book 85 on Page 79 in the St. Clair County records; thence southeasterly, along the west line of said Lot 21, and along the westerly line of Lot 20 of said "Orphan Place 1st Addition," 113 feet; thence southeasterly, continuing along the westerly line of said Lot 20, a distance of 53.8 feet; thence in a southeasterly direction, continuing along the westerly line of said Lot 20, and along the westerly line of Lot 19 of said "Orphan Place 1st Addition," a distance of 180.58 feet; thence in a southeasterly direction, along the southerly line of said Lot 19, and along the southerly line of Lot 18 of said "Orphan Place 1st Addition," a distance of 139.17 feet; thence in a southeasterly direction along the westerly line of said Lot 18, a distance of 143 feet to a bend point in the southerly line of said Lot 18; thence in a southeasterly direction, along the southerly line of said Lot 18, a distance of 25.08 feet to the most southerly corner thereof; thence in a southerly direction, along the southerly prolongation of the east line of the aforementioned Lot 18 of "Orphan Place 1st Addition," said line being the westerly line of a tract conveyed to Bradley A. Blume by a deed recorded as Document No. A02258733 in the St. Clair County records, a distance of 50 feet more or less to the center line of a creek, said creek center line being the southwesterly line of the tract conveyed to Bradley A. Blume described in Document No. A02258733; thence in a southeasterly direction, along said southwesterly line of the Blume tract, 200 feet

more or less to its intersection with the north line of a tract conveyed to Michael John Hiemer and Daniel Carl Hiemer by the deed recorded as Document No. A02295757 in the St. Clair County records; thence westerly, along said north line, 1850 feet more or less to its intersection with the easterly right of way line of "North Greenmount Road;" thence continuing westerly, 90 feet to the westerly right of way line of "North Greenmount Road;" thence in a northerly direction, along said westerly line of North Greenmount Road, 1990 feet more or less its intersection with the southerly right of way line of Lebanon Avenue; thence in a northwesterly direction, to a point in the northerly right of way line of Lebanon Avenue; thence in a northeasterly direction, along said northerly right of way line of Lebanon Avenue, to its intersection with the northerly prolongation of the east right of way line of "Ramona Drive," reference being had to the aforementioned plat of "Orphan Place" recorded in Plat Book 83 on Page 25 in the St. Clair County records; thence in a southerly direction, along said prolongation, and along said east right of way line of "Ramona Drive," to its intersection with the easterly prolongation of the south line of the aforementioned Lot 1 of "Orphan Place;" thence in a westerly direction, along said prolongation, and along said south line of Lot 1 of "Orphan Place," to the point of beginning and containing 70 acres more or less.

ATTACHMENT B: PROJECT AREA PHOTOS



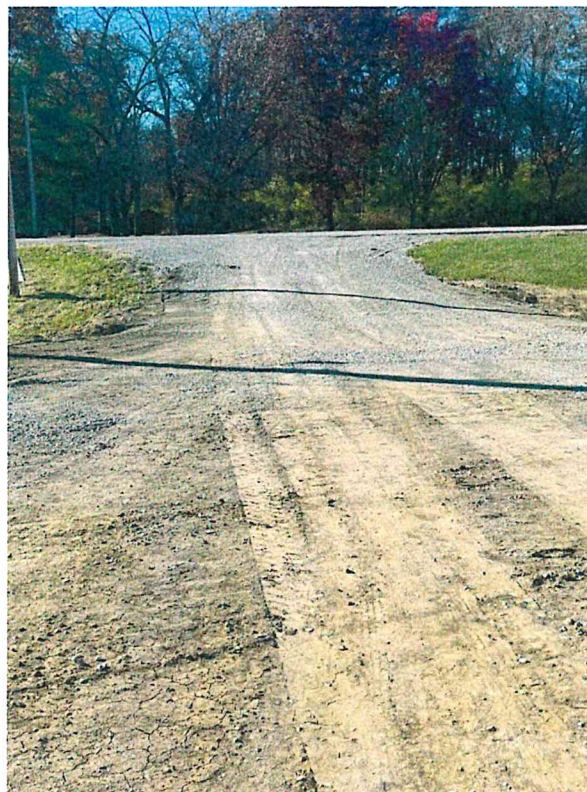


EXHIBIT "B" CONCEPT PLAN

REV. 1/17/2024



- RED LINE INDICATES PROPOSED PHASE I OF NEW SEWER LINE
- YELLOW LINE INDICATES PROPOSED PHASE II OF NEW SEWER LINE
- BLUE LINE INDICATES PROPOSED PHASE III EXTENTION OF BRIGHTON PLACE STREET



Agenda Item: Short-term Rentals

Board Action Request:

Option 1: Disallow short-term rentals.

Option 2: Allow but add:

1. Owner must have approval of the Village Board.
2. If the subdivision has an HOA, the Owner must have an approval letter.
3. If there is a shared private driveway, the Owner must have permission from the other property owners of the shared driveway.
4. Owner must provide off-street paved parking.

Background Information:

The Village's current rules:

§ 150.50 DEFINITION.

For the purpose of this subchapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

SHORT-TERM RENTAL. A rental of any dwelling unit, in whole, to any persons for exclusive, transient use for 29 consecutive days or less.

§ 150.51 LICENSE REQUIRED AND REGULATIONS.

(A) Short-term rentals, as defined in § 150.50, require an annual business license. The license must be renewed annually with proof of annual property inspection and liability insurance.

(B) An application for a short-term rental business license must be filed with the village.

(C) Each short-term rental property must also comply with the following regulations:

(1) Property located within a subdivision with a homeowners' association must have a letter verifying the use is permitted in its restrictive covenants.

(2) Agent/owner will have the building/property inspected annually to ensure compliance with building codes to protect the health, safety and welfare of tenants. Agent/owner is responsible for scheduling the inspection by contacting the village.

(3) Proof of liability insurance (\$100,000 minimum coverage) will be provided to the village, along with a copy of the safety procedures and emergency phone numbers, a copy of which will be required to be posted at the property.

(4) Short-term rentals will be allowed in any zoning districts where residency is allowed by this Code.

(5) Owner/operator will provide the village with quarterly reports on the number of stays and their length of time.

(6) The number of people (related and un-related) that can occupy the property will have to comply with the current code.

(7) Evidence of short-term rental use from the exterior is prohibited.

(8) Any police calls pertaining to criminal activity or disturbances (such as complaints of loud music, parties, fighting, etc.) to the residence may result in the revocation and/or denial of renewal of the property license.

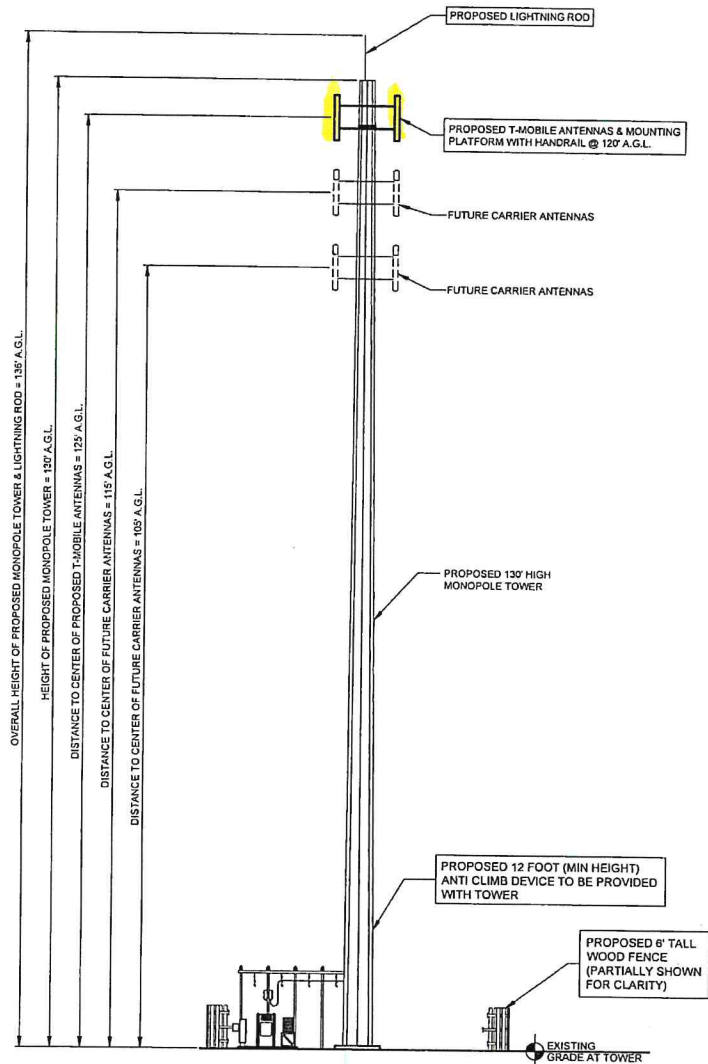
§ 150.52 FEE.

Short-term rental business licenses must be renewed annually with proof of annual occupancy inspection and liability insurance.

Thank you,

Brenda A. Kern

Brenda A. Kern, MMC
Village Clerk



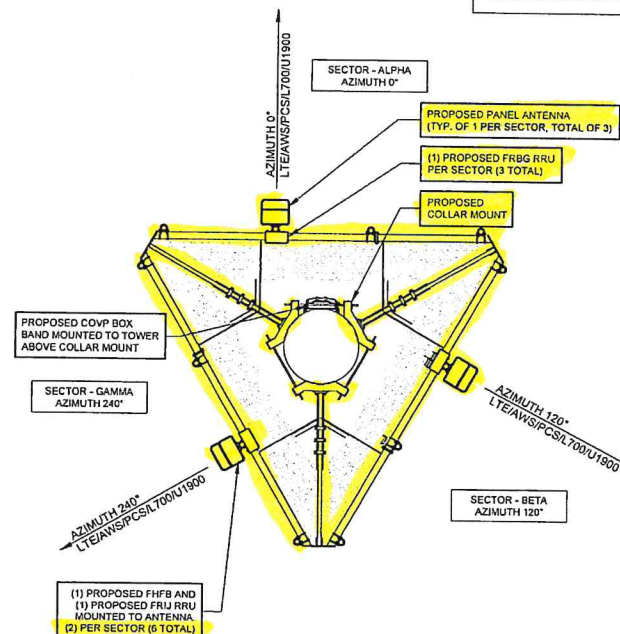
1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

0 1/2" 1" 2"
SCALE: 1/8" = 1'-0"
22 1/4" PART IS THE FULL SCALE
FORBID. ANY SIZE OTHER THAN
THIS IS AT REDUCED SCALE.

ANTENNA & CABLE SCHEDULE								
SECTOR	ALPHA			BETA			GAMMA	
LOCATION	A-1			B-1			C-1	
TECHNOLOGY	LTE/AWS/PCS/L700/U1900			LTE/AWS/PCS/L700/U1900			LTE/AWS/PCS/L700/U1900	
AZIMUTH	0°			120°			240°	
RAD CENTER	120'			120'			120'	
MODEL #	NOKIA - FASB RAS			NOKIA - FASB RAS			NOKIA - FASB RAS	
MECH. DOWNTILT	0			0			0	
ELEC. DOWNTILT	2			2			2	
RRU TYPE	FHFB	FRUJ	FRBG	FHFB	FRUJ	FRBG	FHFB	FRUJ
HCS DIA. & TYPE	1-5/8" HIGH CAPACITY	-	-	-	-	-	-	-
HCS ACTUAL LENGTH	±140'	-	-	-	-	-	-	-
HCS FACTORY LENGTH	±140'	-	-	-	-	-	-	-
COVP TYPE	LARGE COVP	-	-	-	-	-	-	-

NOTES

1. TERRA CONSULTING GROUP'S SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS AND EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO ADEQUATELY SUPPORT THESE ANTENNAS. PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION, A STRUCTURAL EVALUATION OF THE TOWER OR STRUCTURE, INCLUDING ALL ANTENNA MOUNTING SYSTEMS & HARDWARE SHOULD BE PERFORMED.
2. ANTENNA INFORMATION OBTAINED FROM T-MOBILE RFDS DATED 7/01/16



2 PROPOSED ANTENNA LAYOUT
N.T.S.

verticalbridge
750 PARK OF COMMERCE DRIVE
BOCA RATON, FL 33487
www.verticalbridge.com

TERRA
CONSULTING GROUP, INC.
10000 W. BOCA BLVD., SUITE 100
BOCA RATON, FL 33434
TEL: 561-998-4400
FAX: 561-998-4401

REVISIONS		DATE	BY	DATE	BY
NO.	DESCRIPTION	ISSUED FOR REVIEW			
1					

SITE #
US-IL-5743
WEST HIGHWAY 50

TMO SITE #
IL04061B

2250 FRANK SCOTT PARKWAY E
SILOH, IL 62269

DRAWN BY:	ML
CHECKED BY:	DM
DATE:	09/02/21
PROJECT #:	107-020

SHEET TITLE
SITE ELEVATION &
ANTENNA INFORMATION

SHEET NUMBER

ANT-1

RECEIVED

DEC 27 2023



VIA EMAIL

January 17, 2024 Revised 18 January 2024

Village of Shiloh, Illinois
c/o Ms. Brenda Kern, MMC
Administrator / Village Clerk
1 Park Drive
Shiloh, Illinois 62269

Re: Proposal for Professional Architectural Services
Police Facility Planning Study

Dear Brenda:

FGM Architects (FGMA) is pleased to submit this proposal for professional architectural services to facilitate a rejuvenated planning study for Village of Shiloh (Village), in this case for Village's Police facility only. We would focus primarily on a scenario that would relocate Shiloh Police Department (SPD) into a new structure and site development on Village-owned land at SWQ Cross Street at South Main Street (north of Village of Shiloh Cemetery).

We appreciate this opportunity to serve Village, SPD and its stakeholders. On the following pages, please find our understanding of the project scope, our proposed team and compensation, and our current schedule of hourly rates. I would add that we have allocated specific resources for this project – namely, Paul Luzecky and myself – who are familiar to certain members of the Village's team and who we firmly believe will provide value added to Shiloh.

Should you have questions regarding the proposed scope of work or require any additional information, please do not hesitate to communicate with any of our team members at your convenience.

Thank you again for this most exciting and meaningful opportunity – we look forward to continuing our relationship with Village of Shiloh through delivery of this commission.

Respectfully Submitted,
FGM Architects Inc.



Joshua N. Mandell, AIA, NCARB, LEED® AP BD+C
Principal-in-Charge
618.624.3364 office | 314.805.9976 mobile
joshuamandell@fgmarchitects.com

Enclosure

Cc: Hon. Bob Weilmuenster, Mayor
Col. Rich Wittenauer, Chief of Police

FGMA_{ARCHITECTS}

Proposal for

Professional Architectural Services

for

VILLAGE OF SHILOH ILLINOIS
POLICE FACILITY PLANNING STUDY



Submitted to:

VILLAGE OF SHILOH
c/o Ms. Brenda Kern, MMC
Administrator / Village Clerk
1 Park Drive
Shiloh, Illinois 62269

By:

FGM ARCHITECTS INC.
475 Regency Park, Suite 325
O'Fallon, Illinois 62269

January 17, 2024 Revised 18 January 2024

WE BUILD COMMUNITY

FGM Architects Inc. | An Employee-Owned Firm
Illinois • Missouri • Texas • Wisconsin • Virginia

1.0 OBJECTIVES OF PROJECT

- 1.1 The Village of Shiloh, hereinafter referred to as Village and / or Owner with equal weight and meaning, intends to engage a team of Architects and Engineers to prepare a planning study with respect to Village's police facility, to focus on relocating police into a new facility on the Village-owned property at SWQ Cross Street at South Main Street (north of Village of Shiloh Cemetery; see aerial boundary per County of St. Clair GIS and as furnished by Owner on 09 January, attached herewith). This scenario would likely necessitate grading and site development to adjust and prepare the pad and site from what had been a mobile home park, and maintenance / preservation of an existing (private) communications tower with dedicated access rights. There may also be street vacation and plat consolidation scope necessitated by the site.

The planning study – hereinafter referred to as Study and / or Project with equal weight and meaning – shall review and affirm previously developed programming and space needs of Village's police facility requirements, shall generate an affirmed, revisited new facility program to accommodate space requirements endorsed by the Owner (including allowance for future growth), shall develop space plan diagrams for a dedicated police facility, and shall test-fit single-story (and if feasible, single-story with basement / lower level) diagram(s) of the above identified scenario on the proposed project site. The Project will include generation of a cost opinion for one or multiple options of construction, after review and feedback by the Owner. The Project will conclude with a recommendation to the Owner for how to potentially site and phase new construction, and what option may be most advantageous for Village to consider implementing in the future.

For the Project, FGM Architects and our team intends to engage designated Departmental representatives for guidance.

Ultimately, the Project will be utilized to inform and facilitate Village decision making as it relates to potential new construction of a police department. It may also be used to educate Village personnel, elected officials, site neighbors and / or constituents at large about the current and future facility needs of Village, as well as to identify deficiencies of the existing police department which is believed to be an impediment to efficient and safe operations, best service to citizens, etc.

- 1.2 Interview(s) and observations will be performed as required, in order to vet the police facility space needs discussed previously, and to develop a space needs program for the purposes of this Study.
- 1.3 The Owner has agreed to identify specific Departmental representatives. Those personnel shall participate in meetings and discussions regarding the Project.
- 1.4 The Owner has agreed to furnish data regarding the existing site and the existing police department facility respectively, including land survey and other due diligence assessments as may already have been performed, a police station deficiencies list as developed by the stakeholders of the Project, and other data which the Owner may have on hand which would be useful to the Design Team in programming, planning and conceiving of a design for the proposed new facility and site.
- 1.5 A summary presentation of findings, recommendations will be made to the Departmental representatives, and subsequently to Village (if so desired).
- 1.6 Project is premised on a meeting and discussion attended by FGMA and Village / SPD to review this proposed Study subject and goals, conducted 09 January 2024.
- 1.7 The Total Project Budget has not been established / communicated to the Design Team.

It remains to be seen what the desired scope of construction per Village might be, and therefore what would be the order of magnitude budget expectation, whether or not to phase construction tasks, when construction would necessarily occur, and so forth.

The Owner has been granted funds from the State of Illinois (approximately \$4MM) and has funds allocated from the recent sale of the Village's sewer system (\$1.2MM), the sum of which may be directed to this project for design and construction. The Owner agreed to furnish all grant parameters to the Design Team, so that an effective project implementation schedule and budget could be developed in coordination with funding stipulations per the State.

- 1.8 Project Schedule has not been firmly established but was preliminarily discussed during meeting between FGMA and Village. At its prerogative, the Owner may direct FGMA to modify or extend the delivery of the Project, in particular if there is additional scope of service requested. It is FGMA's understanding that the Project (for scope proposed herewith) is to be underway by late Q1 2024, for consideration by Village.

Village further stipulated that it would desire to have construction underway by Q1 of 2025.

- 1.9 We have assumed one (1) presentation of the FINAL Phase I report deliverable to Village.

In general, it is understood that Owner intends to internally weigh the options presented and recommendations of this Study once complete, and that there are general intentions by Village to proceed with construction no later than start of 2035 but possibly earlier at the recommendation of the Design Team. If Village would so direct, our team could assist with additional services such as more detailed scheduling for implementation of potential construction options; phasing and single or multiple bid events; further development of design(s) and bid documents for construction; development of collateral for communications to the public and / or agency staff about design intent; more refined construction cost estimating for finite scopes of work; more developed engineering; and / or generation of photo realistic renderings and similar.

2.0 SCOPE OF PROFESSIONAL ARCHITECTURAL SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect with equal weight and meaning, as complemented by our team of proposed sub-Consultants as may be required – hereinafter referred to collectively as the Design Team – shall provide the following Professional Architectural Services for the Project. The Owner may elect to forego, expand or modify the tasks as identified below; a revised proposal for the Project would be furnished upon request.

2.1 Background and Initial Investigation

- 2.1.1 FGMA will examine existing conditions documentation and other materials which describe the proposed building site.
- 2.1.2 FGMA will revisit the user questionnaires / interviews and notes, facility touring notes, space needs programming, site planning, and conceptual design for the previous similar project contemplated by FGMA on behalf of the Village in ca. 2018.
- 2.1.3 FGMA will then facilitate a meeting with the Owner's Building Committee to affirm the space usage in the proposed new facility, and to review and delineate any forecasted areas of growth which may want to be accommodated in the new facility / site. In general, it was communicated that Village does not anticipate major growth in the future beyond its right-sized spatial requirements, but the program of space needs will still allow for some adjustment to mission, service and personnel in the stated facility needs.
- 2.1.4 FGMA will employ the Owner's working list of deficiencies and conflicts with regard to the existing police department (if provided), and we will document and provide brief analysis of these items as well as any additional which our team observes.

2.2 Program Development

- 2.2.1 FGMA shall produce a police department only program of space needs, to compare proposed new 'ideal' program and usage against recommended standards and best practices, and against what was identified for facility space allocation and planned for in the previous related project.
- 2.2.2 FGMA and members of our project team may schedule and conduct additional interviews with certain Village and Departmental personnel, in order to gain insight into the functionality and serviceability of various existing spaces, systems and aspects at each facility.

2.3 Analysis and Space Planning / Site Test-Fitting

- 2.3.1 FGMA and the consultant team shall prepare conceptual facility space plan diagrams for the identified scenario. Primary scenario of focus shall be for new police facility to be built on the existing Village-owned site.
NOTE: As an optional additional service / at prerogative of the Owner, an optional additional scenario might compare the above with relocation of police operations to a potential new location and with construction budget to be spent on an adaptive reuse renovation / addition scope. Said adaptive reuse property yet to be identified by the Owner.
- 2.3.2 With support of sub-Consultants as required, FGMA will review certain existing site infrastructure, including utilities, pavement, curbing and sewer, as well as site boundaries and property topography.
NOTE: As an optional service / at the prerogative of the Owner, land surveying, title search and preliminary environmental analysis might also be performed if not already completed by the Owner as a condition of the purchase of the proposed building site.
- 2.3.3 FGMA and the consultant team shall prepare a minimum of one (1) / maximum of three (3) proposed site test-fit diagrams for the identified scenario.
- 2.3.4 FGMA shall use survey, GIS and any Owner-provided, existing conditions information to generate electronic underlays for the purpose of developing site test-fit diagrams and / or conceptual floor plan(s) – see below. The Design Team may also supplement documentation of the above via

annotated plans and photographs.

2.4 Concept Design

- 2.4.1 FGMA and the consultant team shall generate and refine a conceptual floor plan for the new police department facility, for Owner review and to facilitate generation of the cost opinion.
- 2.4.2 Exterior design imagery from similar projects will be shared with the Owner, which will allow the Design Team to communicate massing, styles and materials that the Owner can expect for their facility, and to steer development of a project-specific exterior rendering.
- 2.4.3 FGMA shall develop one (1) rendered view of the proposed new facility.
 - 2.4.3.1 Initially, this rendered view may be presented as one (1) or more black and white perspective images, from which we will work with Owner to select their preferred, rendered view. We would then generate a photo realistic rendering of the proposed prototypical building exterior as part of this phase.
NOTE: additional renderings can be generated as an additional service, at the prerogative of the Owner.
- 2.4.4 An order of magnitude, opinion of probable cost shall be developed – see below.

2.5 Opinion of Probable Cost

- 2.5.1 Based upon the services and recommendations listed above, as well as the conceptual design for the new Shiloh police department facility, FGMA shall provide an opinion of probable cost for the project. The opinion of probable cost will be based on recently completed construction of law enforcement and public safety facilities which are of similar size and scope. If there are costs developed for other sites (e.g. based on a comparative option to relocate police department to a new property), the cost opinion will be divided into individual sites / buildings, to simulate a linear, sequential procurement of multiple projects, and would therefore include forecasted escalation of costs over time.
 - 2.5.1.1 All fixed and constructed elements of the recommended scope(s) of work – including interior finishes, furnishings, fixtures, equipment, soft costs / contingencies and MEPFT engineering systems, as may be applicable – shall be included in the opinion of probable cost.
- 2.5.2 As may be the prerogative of the Owner, FGMA and the consultant team shall generate a listing of energy savings opportunities (e.g. solar photo-voltaic panels or wind energy infrastructure) which may be available for Village to consider.

2.6 Report Deliverable and Summary Presentation

- 2.6.1 The product of efforts to this point shall be summarized in a DRAFT deliverable that would consist primarily of a tabular space needs program, a narrative identifying objectives which would yield efficient operation of a police department on the new site, preliminary space and site planning / layout(s), and a working cost opinion. Any diagrams and notes, annotated photographs and plans, and other assessment data intake and / or development would also be provided.
- 2.6.2 FGMA shall convene a meeting with the Owner to review and discuss options.
- 2.6.3 Revisions to the DRAFT deliverable shall be affected if requested by the Owner.
- 2.6.4 All information generated shall be incorporated into a FINAL deliverable report. Five (5) hard-copies and one (1) electronic copy (.PDF file format) of the FINAL deliverable are included in our fee – see below.
- 2.6.5 FGMA shall meet with the Village to present the FINAL deliverable.

2.7 Design Team

- 2.7.1 FGMA has proposed a Design Team which would allow us to carry-out the indicated assessment consulting services scope, as well as carry forward seamlessly into later phases of service with an educated and prepared team. In addition to in-house Architectural personnel, we have included

potential supporting services by Civil and Environmental Engineering consultants as part of this proposal.

As they are anticipated to play only a minor role during this Study phase, Structural Engineering, and Mechanical, Electrical, Plumbing, Fire Protection and Technology / Low-Voltage (MEPFT) Engineering consultants will be identified and introduced to the Owner in a subsequent proposal.

Sub-Consultants proposed for this Project include:

Horner & Shifrin (H&S) OR Thouvenot, Wade & Moerchen (TWM) – Civil Engineers TBD

NOTE: Based on Owner comments and past working relationships, we have procured two (2) proposals for Civil Engineering and have furnished those herewith for Owner review and comment. We would prefer to select our Civil Engineer after feedback from and endorsement by the Owner.

TBD – Structural Engineers

TBD – Mechanical, Electrical, Plumbing and Fire Protection Engineers, and Low-Voltage / Technology Systems Designers

Architecture shall be provided in-house by FGM Architects. Interior Design and Furniture, Fixtures and Equipment consulting would also be in-house by FGM Architects.

2.8 Excluded Services

2.8.1 The following services are not anticipated to be required, and thusly are not included in our Proposal, OR are indicated to be optional with a separate fee provided herewith. If deemed necessary, any or all of the below might be provided as an additional service, or would be required to be provided separately by the Owner / by Owner's other Consultant if a necessary scope of service to meet the Project's objectives:

2.8.1.1 OPTIONAL: Site Boundary and Topographic Surveying

2.8.1.2 OPTIONAL: Title Search

2.8.1.3 OPTIONAL: Geotechnical (soil borings and analysis) – *to be direct to Owner*

2.8.1.4 Measured Drawings / digital models of existing facilities

2.8.1.5 Public Engagement (Town Hall, Open House, Charette, etc.)

2.8.1.6 Traffic Studies

2.8.1.7 Planning and Zoning Meetings

2.8.1.8 Photo-Realistic Renderings or other graphics – *except as listed above*

2.8.1.9 Energy Modeling and Projections of Utility Usage

2.8.1.10 OPTIONAL: Environmental Studies, including Hazardous Material testing and quantification – *to be direct to Owner*

2.8.1.11 Facility Assessments

2.8.1.12 Detailed Construction Cost Estimating and Project Scheduling

2.8.1.13 Archaeological Assessment

2.8.1.14 Design for Hazardous Material Remediation (such as contaminated soils, asbestos, lead, mold, etc.).

NOTE: if so requested by the Owner, FGMA shall coordinate with a qualified Environmental Engineer and Testing Consultant to be engaged by the Owner for identification of and estimating for any future remediation work at any / all subject facilities.

2.8.1.15 Sewer / plumbing pipe or structure camera and video recording.

NOTE: FGMA shall coordinate with a qualified sewer camera operator to be engaged by the Owner for location and identification of any storm or sanitary system deficiencies, obstructions, etc.

3.0 TERMS AND RESPONSIBILITIES

Village of Shiloh and FGMA agree to the following:

3.1 Owner's Responsibilities

- 3.1.1 Provide full information regarding the requirements for the Project including, but not limited to Village objectives, budget (when defined) and schedule (when defined).
- 3.1.2 Provide all existing conditions documentation available to assist the Architect and Engineers in the performance of their responsibilities.
- 3.1.3 Allow and ensure unfettered access to the Project site(s).

3.2 Architect's Responsibilities

- 3.2.1 Services performed by the Architect and sub-Consultants (Design Team) under this Agreement shall 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.
- 3.2.2 The Design Team shall maintain confidentiality of all information specifically designated as confidential by the Owner.
- 3.2.3 The deliverables to be furnished by the Design Team under this Agreement shall be as enumerated below:
 - 3.2.3.1 Five (5) hard-copies of the FINAL report plus an electronic copy in Portable Document File (.PDF) format.

3.3 Architect's Instruments of Service

- 3.3.1 Reports, studies, drawings, specifications and other documents, including those in electronic format prepared under this Agreement are Instruments of Service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other rights, including copyrights.
- 3.3.2 The Owner agrees that the report deliverable as developed by this Study shall not be used to solicit bids for construction, nor to guide the implementation of construction services.

3.4 Dispute Resolution

- 3.4.1 Any claim or other matters in question arising out of or related to this Agreement shall be subject to mediation between the two parties to the Agreement, as a precedent to the institution of legal proceedings by either party.

3.5 Termination

- 3.5.1 This Agreement may be terminated by the Owner or the Architect should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses. Neither party may assign this Agreement.

3.6 Miscellaneous Provisions

- 3.6.1 This Agreement shall be governed by the laws of the State of Illinois, and furthermore by the laws of the County of St. Clair, Illinois.

4.0 DESIGN TEAM COMPENSATION

The Village of Shiloh (Village) shall compensate FGM Architects and the Design Team for Professional Services rendered in connection with the Project under this Proposal as follows:

- 4.1 For all Professional Services performed as described in Paragraph 2.0 above except sub-Paragraph 2.4.3 (rendering – see below) and excluded / optional items 2.8.1.1, 2.8.1.2 and 2.8.1.10 (survey, title search, Geotech, and preliminary environmental analysis – see below), Village shall compensate FGMA and the Design Team on an hourly basis not to exceed \$32,660.00 (*thirty-two thousand six hundred sixty dollars and no cents*). This will include five (5) hard-copies + one (1) electronic copy of the final report deliverable.
- 4.2 For Professional Services performed as described above in sub-Paragraph 2.4.3 (rendered perspective view) only, Village shall compensate FGMA and the Design Team on an hourly basis not to exceed \$3,750.00 (*three thousand seven hundred fifty dollars and no cents*).
 - 4.2.1 If additional renderings are desired by the Owner, we would be able to modify our fee through economization of assembly of multiple views. The quantity, type and complexity / degree of exactness of renderings would be discussed before finalizing these fees and producing the renderings.
- 4.3 For Professional Services performed as described above in sub-Paragraphs 2.8.1.1, 2.8.1.2, 2.8.1.3 and 2.8.1.10 (survey, title search, Geotech, and preliminary environmental analysis) only, Village shall compensate FGMA and the Design Team as follows, respectively –
 - 4.3.1 on an hourly basis not to exceed \$10,000.00 (*ten thousand dollars and no cents*).
 - 4.3.2 on an hourly basis not to exceed \$8,500.00 (*eight thousand five hundred dollars and no cents*).
 - 4.3.3 on an hourly basis not to exceed \$3,200.00 (*three thousand two hundred dollars and no cents*).
 - 4.3.4 on an hourly basis not to exceed \$x,xx.00 (*xxxx thousand xxx hundred xx dollars and no cents*). PENDING
- 4.4 For any Additional Services directed and / or authorized by the Owner beyond the scope of this Proposal, FGMA and its sub-Consultants shall be compensated on an hourly basis. If so requested, a revised proposal may be submitted at the time of Additional Services.

Please see FGMA hourly rate table which follows.
- 4.5 In addition to the compensation indicated above, FGMA shall propose the following reimbursable expenses to be compensated by Village at a 1.1 multiplier, on an as-expended, as-invoiced basis, up to a limit of \$880.00 (*eight hundred eighty dollars and no cents*):
 - 4.5.1 Expense of printing / copying of additional copies of the report deliverable, beyond the quantity stipulated as included above.
 - 4.5.2 Expense of printing / copying for submittal or review by Municipal Code Authority, Utility Agencies, and / or other certifying bodies.
 - 4.5.3 Fees and expenses of any additional sub-Consultants added to the Project team by hourly additional service.
 - 4.5.4 Expense of postage and / or delivery.

4.5.5 Travel to and from the project site(s).

NOTE: We will not exceed this limit for reimbursable expenses without prior, written authorization from the Owner.

- 4.6 Invoices for the Architect's services shall be submitted on a monthly basis. Payments shall be made by the Owner to FGMA upon receipt of FGMA's invoice in accordance with the Local Government Prompt Payment Act.
- 4.7 Non-payment of invoices for more than thirty-five (35) days past date of invoice shall constitute grounds for discontinuation of service.

FGMA ARCHITECTS

Proposal for Professional Architectural Services
Village of Shiloh – Police Facility Planning Study

January 17, 2024 Revised 18 January 2024
Page 11 of 12

5.0 FORM OF AGREEMENT

- 5.1 For the indicated professional services, Owner's signature on this Proposal will suffice as our contractual agreement. If this proposal is acceptable to Owner, please execute the bottom of this letter and return to us, thereby authorizing FGMA and the consultant team to proceed with the Project.
- 5.2 We intend to generate and submit an AIA B101-2017 format agreement for the Owner's review, if and when we would be directed to proceed with generation of bid and construction documents. That agreement will be in complement to this agreement; at the Owner's prerogative, we can prepare and submit that AIA format agreement at this time in lieu of this agreement and with the Project scope defined above as a task order within the AIA B101-2017 instead. Please advise if this would preferable to the Village.

Thank you for affording our team the opportunity to continue our relationship with Village and SPD personnel which we began many years ago. We look forward to being of service to the Village of Shiloh and the Shiloh Police Department in the delivery of this police facility planning study.

Sincerely,
FGM ARCHITECTS INC.


Kevin Meyer, AIA
kevinmeyer@fgmarchitects.com


Joshua N. Mandell, AIA, NCARB, LEED® AP BD+C
joshuamandell@fgmarchitects.com

Proposal Accepted By:
Village of Shiloh Representative

Print and Sign Name

Title

Date

END PROPOSAL
FGM ARCHITECTS INC.

DESIGN TEAM HOURLY RATE TABLE Effective November 1, 2023*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

FGM Architects Inc.

Principal	\$300
Arch IV	260
Arch III	220
Arch II	180
Arch I	140
Interior Designer II	160
Project Administrator I	135

*Hourly rates are subject to adjustment on 01 November each year.

Village of Shiloh, Illinois
New Police Department Headquarters
Phase by Phase - FEE MATRIX

FGMAARCHITECTS

January 18, 2024
FGM Project No. 24-XXXX.01

Consultant / Firm		Discipline of Service						Remarks	
		Land Survey	Title Search	Enviro.	Geotech.	Civil Concept	Testing	sub-Total	
A. Ph I (Program Verification / Scope-Cost-Schedule)									
1.0	Civil / Site (Engineering, Due Diligence)								
.1	Horner & Shifrin (H&S)	\$ 14,400	excluded	\$ 3,200.00	nA	\$ 26,800	nA	\$ 44,400	Civil concept services indicated as 'SD' - may be able to reduce
.2	Thouvenot, Wade and Moerchen (TWM)	\$ 10,000	\$ 8,500	excluded	excluded	\$ 7,500	excluded	\$ 26,000	Verify title required, verify enviro required
.3	SCI Engineering (SCI)	nA	nA	pending	pending	nA	pending	\$ -	Direct to Owner?
.4	Quality Testing and Engineering (QTE)	nA	nA	pending	pending	nA	pending	\$ -	Direct to Owner?
.5	Reserved							\$ 3,500	NOT INCLUDED - allow for future private utility locate - may be Ph II
.6	Category minimum							\$ 29,200	
2.0 Architecture (Program, Plan, Concept, Rendering, Estimate)									
.1	FGM Architects Inc. (FGMA)	nA	nA	nA	nA	nA	nA	\$ 25,160	Para.s 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6
.2	FGM Architects Inc. (FGMA)	nA	nA	nA	nA	nA	nA	\$ 3,750	Rendering (para. 2.4.3.1)
.3	Reserved								
.4	Category minimum							\$ 28,910	
3.0	TOTAL - Phase I Consulting Costs							\$ 58,110	
B. Ph II (Implementation)									
PENDING									
D. Notes									
1.0	Fees would be for scope per proposal.								
2.0	Fees would be on an hourly not to exceed basis.								
3.0	The project will not seek to achieve USGBC Green Building certification or similar sustainable initiatives.								
S:\pbs\mk_oh\MK-4821.00\ADMIN\1.0 PM\1.01 Owner - Consultant Contracts\24-xxxx-shiloh PD fee matrix PH I - 2024.01.18.xlsm									

