

RESOLUTION NO. 18-24

**A RESOLUTION AUTHORIZING THE ENTERING INTO AN AGREEMENT
FOR TECHNICAL SERVICES AND ASSISTANCE WITH MORAN ECONOMIC DEVELOPMENT**

WHEREAS, the Village of Dupo, St. Clair County, Illinois, is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois ("Village") at the Dupo Village Hall, 107 N. Second Street, on July 2, 2018 at 7:00 p.m., before the Village Board of Trustees of Dupo; and

WHEREAS, the Mayor and Board of Trustees of the Village of Dupo have determined that it is in the best interest of the Village to review and analyze the possible creation of a Business District and associated Business District Plan; and

WHEREAS, Moran Economic Development can provide assistance in the reviewing, analysis, studying, and developing a plan for Business District in the municipal limits of the Village; and

WHEREAS, the Mayor and the Board of Trustees of the Village are desirous in retaining Moran Economic Development to provide the aforementioned services, and as said services are more specifically described in the Agreement for Technical Services and Assistance, attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the Mayor and the Board of Trustees of the Village hereby find that it is necessary, advisable and in the best interests of the Village and its citizens to enter into an agreement (**Exhibit "A"**) with Moran Economic Development for the providing services in relation to developing a Business District in the Village; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

Section One: That the recitals set forth above in the preamble of this Resolution are hereby incorporated into this Resolution as recommendations of the Village Board of Trustees of the Village of Dupo, Illinois.

Section Two: That the execution of the Agreement for Technical Services and Assistance with Moran Economic Development is hereby authorized, in substantially the form attached to this Resolution as **Exhibit A**.

Section Three: That the Mayor of the Village of Dupo, Illinois is hereby granted authority

to execute the Agreement for Technical Services and Assistance with Moran Economic Development in substantially the form attached to this Resolution as **Exhibit A**, and the Village Clerk to seal, if necessary, on behalf of the Village, the final Agreement for Technical Services and Assistance with Moran Economic Development.

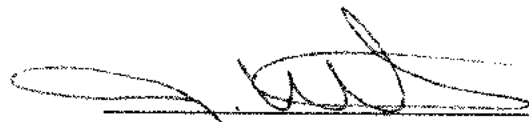
Section Four: The Village Board of Trustees hereby authorizes the Mayor to take such additional actions as may be required or necessary to accomplish the aforementioned Agreement for Technical Services and Assistance.

Section Five: That this Resolution shall be in full force and effect from and after its passage, as provided by law.

PASSED this 2nd day of July, 2018 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Chris Ragsdale	X	---	---	---
Ben Kenner	---	---	X	---
James Smith	X	---	---	---
Joe Basinski	X	---	---	---
Ken Phillips	X	---	---	---
Kerry Foster	X	---	---	---

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 2nd day of July, 2018.



Jerry Wilson, Mayor
Village of Dupo, Illinois

ATTEST:



MARK NADLER, VILLAGE CLERK

(SEAL)

**Agreement for Technical Services and Assistance
Business District #1
Village of Dupo, Illinois**

This Agreement, entered into this 2ND day of JULY, 2018 by and between the Village of Dupo, Illinois, hereinafter referred to as the "Village" and Moran Economic Development, hereinafter referred to as the "Consultant".

Whereas, the Village has a need for assistance in the review and analysis of an area in the Village as this review and analysis pertains to the use a Business District; and,

Whereas, the Consultant is duly experienced in providing such assistance,

Now, therefore, the Village and the Consultant, for the considerations and under the conditions hereinafter set forth, do mutually agree as follows:

Scope of Services:

Moran Economic Development would supply the following services to the Village of Dupo during the analysis of the Dupo Business District Plan.

Action 1 - Blighting Analysis

The Blighting Analysis would determine whether the properties proposed to be included are blighted for inclusion in the Dupo Business District. The creation of this document would provide the Village with the information it needs to conclude whether or not the creation of the Dupo Business District is justified.

Determination of Blight

- The Consultant will use the definitions and guidelines as provided in the Illinois Business District Development or Redevelopment Act (as amended) in making a determination as to the eligibility of blight for the proposed Area.
- The Consultant will complete the fieldwork necessary in order to make a determination as to whether or not the proposed properties are blighted as outlined in the Business District Development or Redevelopment Act. In addition, the Consultant will review other Village and County plans and documents when necessary.
- The Consultant will create mapping necessary in illustrating the determination of blight for the Dupo Business District. Mapping will include Existing Land Use, Blighting Factors and any other maps necessary to illustrate the blighting analysis.
- The Village of Dupo will make available to the Consultant its legal counsel, engineer, Village staff and other professionals associated with the Village's work (including mapping, municipal legislation, etc.) for the purposes of completing the Blighting Analysis.



Presentation to the Village

- The Consultant will present its findings to the Village of Dupo. This presentation will include an explanation as to whether or not, in the opinion of the Consultant, the proposed properties were found to be blighted, and the Consultant's account as to the manner in which the properties to be included have been found to be blighted or not blighted.
- The Village will then determine whether to authorize the completion of the Dupo Business District Plan. If the Village decides to proceed, then, at the discretion of the Village, it will authorize Moran Economic Development to complete the "Business District Process".

Action 2 - Business District Process

Should the Village make the determination to proceed; Moran Economic Development will prepare the Business District Plan to include the areas approved by the Village.

Creation of the Business District Plan

The Business District Plan will include the following items:

- Description of Business District Program as referenced by the Illinois Revised Statutes;
- Documentation necessary to demonstrate that property to be included in the Business District Plan meets the qualifying factors to be eligible for inclusion;
- Objectives of the Business District Plan;
- Land use for the properties to be included in the Business District Plan;
- Description of projects and activities proposed within the properties to be included in the Business District Plan, both public and private;
- Implementation strategy;
- Estimated costs of the projects and activities proposed;
- The source of funds and the type and term of any obligations to be issued;
- The rate of any tax to be imposed;
- Boundary Map;
- General Land Use Plan for the Area;

- Other items necessary to complete the Business District Plan pursuant to the Revised Statutes of the State of Illinois.

□ **Presentation of the Business District Plan**

Moran Economic Development will present the Business District Plan to the Village for its review and comment. Moran Economic Development will integrate the Village's comments, if applicable, into the final Business District Plan document.

□ **Public Hearing**

As a part of the adoption schedule, Moran Economic Development will attend and conduct all Public Hearings.

Fees

The total proposed fee for the above work will be **\$15,900**, plus actual reimbursable expenses not to exceed \$900. Reimbursable expenses shall consist of actual costs incurred by Moran Economic Development for printing, travel, photographic work, production, delivery charges, long distance telephone charges and any other similar expenses required to provide the above Scope of Services. Such expenses shall be billed to the Village at their direct and actual cost to Moran Economic Development.

Upon completion and presentation of the Blighting Analysis to the Village.....	\$5,500
Upon completion and presentation of the Final Business District Plan.....	\$5,500
Upon the completion of all Public Hearings	\$4,900

Payment of current charges and reimbursable expenses shall be made to the Consultant within 30 days of the receipt of the invoice concerning these items. Unpaid invoices shall accrue interest of 1.5% per month until paid.

Termination of Agreement

If for whatever reason the Village determines that the work should be terminated, the Village will inform Moran Economic Development in writing that it wishes to terminate this agreement. The date of termination shall occur upon receipt of the written notice of termination by Moran Economic Development via the U.S. Postal Service or facsimile.

The Village will pay Moran Economic Development an amount representing the work performed to the date of termination, plus any expenses which have been incurred by Moran Economic Development to that date.

1. Confidentiality; FOIA Requests. "Confidential Information" means any information which Consultant has designated as confidential in writing or ought to be considered confidential (however it is conveyed or on whatever media it is stored) including information that relates to a party's trade secrets, commercial information,

proprietary information, and, private personal information, In the event the Village, or an authorized representative thereof, receives a FOIA request for documents containing Confidential Information, Village shall notify Consultant of the request. Upon receipt of such notice by email or facsimile, Consultant shall notify Village within two business days whether, and if so why, it believes the requested documents are exempt from disclosure under the applicable FOIA law, or if any portion of the requested documents is exempt from disclosure (and therefore should be redacted) under the Illinois Freedom of Information Act or other applicable rules, laws or regulations.

2. **Not Legal Advice.** Village understands that any information or deliverables Consultant provides to Village in connection with this agreement or the services provided hereunder is not, and should not be relied upon as, legal advice.

3. **Delay.** Consultant shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of Consultant.

4. **Relationship.** Consultant will act under this agreement as an independent contractor, and nothing contained herein will constitute either party as the employer, employee, or representative of the other party, or both parties as joint venturers or partners for any purpose.

5. **Enforceability.** The invalidity or unenforceability of any provision of this agreement does not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect.

6. **Amendments.** This agreement may not be amended or modified except in writing signed by the parties hereto.

7. **Governing Law.** The laws of the state of Illinois, without regard to conflicts of law principles thereof, govern all matters arising under this agreement.

8. **Notices.** All notices pursuant to this agreement must be in writing and delivered by hand, sent via telecopy or overnight delivery or by certified or registered mail to each party's address provided in this agreement.

9. **Entire Understanding.** This agreement sets forth the entire agreement and understanding between Consultant and Village with respect to the subject matter hereof.

10. **Execution.** The signature of either party hereto that is transmitted to the other party or other party's authorized representative electronically (e.g. facsimile, e-mail, etc.) will be deemed for all purposes to be an original signature. This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document.

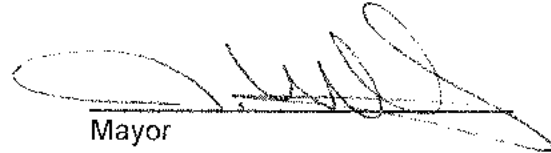
IN WITNESS WHEREOF, the parties have caused this Contract to be executed this
2ND day of JULY, 2018.

ATTEST:



A handwritten signature in black ink, appearing to be 'M. Moran', written over a horizontal line.

Village of Dupo

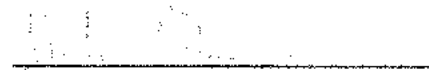


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Mayor

ATTEST:

Moran Economic Development



A handwritten signature in black ink, appearing to be 'Keith Moran', written over a horizontal line.

Keith Moran
President