

20-06
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MORAN ECONOMIC DEVELOPMENT FOR ASSISTANCE IN EXTENSION OF TAX INCREMENT FINANCING AREA #1

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 at the Dupo Village Hall, 107 N. Second Street, on May 18, 2020 at 7:00 p.m., before the Village Board of Dupo, and such meeting was held remotely due to the Governor's Executive Orders pertaining to the COVID-19 pandemic and such allowed for remote attendance by the public and the Village Board; and

WHEREAS, the Village desires to engage Moran Economic Development to perform certain services related to the extension of a Tax Increment Financing Program, specifically Dupo TIF #1; and

WHEREAS, Moran Economic development is willing and able to perform those services; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Dupo to authorize execution of a contract with Moran Economic Development for those services.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND VILLAGE BOARD FOR THE VILLAGE OF DUPO, ILLINOIS:

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.

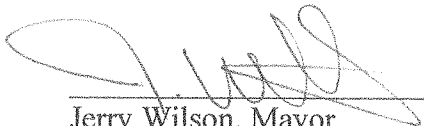
SECTION TWO: That the Mayor is authorized to execute, for and on behalf of the Village of Dupo, the Agreement with Moran Economic Development for assistance in extension of a Tax Increment Financing Area, specifically Dupo TIF #1, in substantially the form as attached to and incorporated in this resolution as **Exhibit A**.

SECTION THREE: That the Village Clerk is authorized and directed to attest the signature of the Mayor on the agreement and retain a fully executed original of the agreement in his office for public inspection.

PASSED this 18th day of May 2020 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	<u>X</u>	---	-----	-----
Ben Kenner	<u>X</u>	---	-----	-----
James Smith	<u>X</u>	---	-----	-----
Joe Basinski	<u>X</u>	---	-----	-----
Ken Phillips	<u>X</u>	---	-----	-----
Kerry Foster	---	---	<u>X</u>	-----

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 18th day of May, 2020.



 Jerry Wilson, Mayor
 Village of Dupo, Illinois

ATTEST:



 MARK NADLER, VILLAGE CLERK

(SEAL)

**Agreement for Professional Services
Village of Dupo, Illinois
Extension of Tax Increment Financing Area**

This Agreement, entered into this ____ day of _____, 2020 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 extension of a tax increment financing (TIF); 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:

The following Scope of Services applies to portions of the Village of Dupo proposed for the amendment of a Tax Increment Financing Area.

DELIVERABLE 1:

ANALYSIS

1. Provide advice and consultation to the Client in matters pertaining to extending the life of the TIF District an additional 12 years:
 - A. Consultant will offer a variety of assistance as the Village moves toward extending the life of Dupo TIF #1. This will include making available all notices, letters, publication notices and ordinances necessary under the Tax Increment Financing Act.
 - B. Creation of supporting documentation for extension and review of TIF expenditures;
 - C. Provide assistance in working with local taxing districts including holding a Joint Review Board, local legislators and lobbyists in ensuring all extension work meets the requirements of the Act and statutory authorities;
 - D. Determine necessary to amend TIF #1 Plan to reflect new statutory timeframe of Redevelopment Plan;
 - E. Assist in planning for future development which will include an analysis of TIF increments in TIF #1, mapping of TIF area, and assistance in determining expansion of TIF District to meet the needs of future projects;
 - F. If necessary, completion or amendment of TIF Audit Reports due to Comptroller;

DELIVERABLE 2:

TIF REDEVELOPMENT PLAN AMENDMENT

TIF Process

The Consultant will prepare the Amended TIF Plan.

A. Creation of the Amended TIF Plan

The TIF Plan will include the following items:

1. Description of tax increment financing as referenced by the Illinois Revised Statutes;
2. Documentation necessary to demonstrate that real property to be included in the TIF Plan meets the qualifying factors to be eligible for tax increment financing;
3. Objectives of the TIF Plan;
4. Land use for the properties to be included in the TIF Plan;
5. Description of projects and activities proposed within the properties to be included in the TIF Plan, both public and private;
6. Implementation strategy;
7. Estimated costs of the projects and activities proposed;
8. Estimated TIF budget;
9. Current and projected equalized assessed values for the properties to be included in the TIF Plan;
10. Assessment of the impact of the proposed TIF Plan on applicable taxing districts;
11. Boundary Map;
12. General Land Use Plan for the Area;
13. Eligibility Table showing the applicable factors present in the Area;
14. Other items necessary to complete the TIF Plan pursuant to the Revised Statutes of the State of Illinois.

B. Presentation of the TIF Plan

The consultant will present the Amended TIF Plan to the Village Board for its review and comment. The Consultant will integrate the Village Board's comments, if applicable, into the final TIF document.

C. TIF Process Notifications and Assistance

The Consultant will provide guidance to the Village on matters of notification and distribution in accordance with the TIF Act. This includes providing the Village with draft documents of the interested parties registry, notification to taxing districts and property owners, newspaper publications and draft ordinances:

Assistance will come in the following;

1. Interested parties registry;
2. Preparation of a Request for Proposals;
3. Distribution of the TIF Plan;
4. Sending notices to affected taxing districts and affected property owners;
5. Publication of notice in a paper of local circulation;
6. Drafting of ordinances to approve the TIF Plan, TIF Process, and TIF Area.

D. Meetings

The Consultant will conduct the following meetings:

1. Joint Review Board
Moran Economic Development will attend and conduct the meetings of the Joint Review Board.
2. Public Hearing
Moran Economic Development will attend and conduct the Public Hearing.
3. Other Meetings
Moran Economic Development will attend and conduct other meetings as necessary and as directed by the Village.

DELIVERABLE 3

ELIGIBILITY STUDY (*Only applicable if additional areas are to be included in Amended TIF Boundary*)

Feasibility Study

The Feasibility Study will determine whether or not the properties proposed to be included are eligible for tax increment financing. The creation of this document will provide the Village with the information it needs to conclude whether or not the creation of the Tax Increment Financing Plan (the "TIF Plan") is justified.

A. Determination of Area of Study

The Village and the Consultant will meet in order to determine what properties the Village wishes to have reviewed for the purposes of determining their eligibility for tax increment financing.

Determination of Eligibility

1. The Consultant will complete the field work necessary in order to make a determination as to whether or not the proposed properties are eligible for tax increment financing. In addition, the Consultant will review other County and Village plans and documents when necessary.
2. The Consultant will use the definitions and guidelines as provided in the Illinois Tax Increment Allocation Redevelopment Act (as amended) in making its determination as to the eligibility of the proposed Area.
3. The consultant will collect the most recent equalized assessed valuation (E.A.V.) of each parcel in the proposed area from the County Assessor's office, including the names and addresses of property owners. The consultant will also obtain the historical E.A.V. for each parcel as needed.
4. The Village 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 Eligibility Study.
5. The consultant will utilize its own GIS staff to conduct all land use and boundary maps. This will not be outsourced.

B. Presentation to the Village

1. The Consultant will present its findings to the Village Board. This presentation will include an explanation as to whether or not, in the opinion of the Consultant, the proposed properties were found to be eligible for tax increment financing, and the Consultant's account as to the manner in which the properties to be included have been found to be eligible or ineligible.
2. The Village Board will then determine whether to authorize the completion of the TIF Plan. If the Board decides to proceed, then, at the discretion of the Board, it will authorize the Consultant to complete the TIF process.

Information Provided by Village for all Deliverables

1. Preparation of Legal Description of Redevelopment Area (If Applicable)
2. Moran Economic Development will provide the names and addresses of affected property owners within the project area as well as those residential addresses that lie within 750 feet of the project area boundary. We will also provide taxing district information. The Village will make the required notifications, mailings, and distributions to those parties. The consultant will provide guidance and suggested forms for use by the Village. These notifications are to take place under an agreed upon schedule for execution of the TIF Plan.

Timing

Moran Economic Development, with cooperation from the Village will coordinate an exact schedule for purposes of completing the Plan. The anticipated timeframe for completion of the Project would be four to seven months from the start of the Project.

COMPENSATION

DELIVERABLE 1:

ANALYSIS

The Consultant will provide services on an as needed basis and begin only upon written communication from the Village in order to proceed.

The Consultant shall be compensated in accordance with the following schedule of standard hourly rates under this agreement; such rates are exclusive of reimbursable expenses:

Principal \$110.00/hr

Not to exceed eighty (80) total hours or a maximum of \$8,800.

Reimbursable expenses shall consist of actual costs incurred by the Consultant for printing, photographic work, production, delivery charges, travel and any other similar expenses required to provide the above Services. Such expenses shall be billed monthly to the Client at their direct and actual cost to the Consultant.

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.

DELIVERABLE 2

TIF REDEVELOPMENT PLAN AMENDMENT

The total proposed fee for the above outlined TIF Plan will not exceed **\$12,900**, plus actual reimbursable expenses not to exceed \$1,000. 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. Paid receipts will be tendered to the Village by the Consultant with each expense payment request.

Upon signing of Agreement for Technical Services	\$2,900
Upon presentation of the TIF Plan to the Village Board	\$8,000
Upon the completion of the Public Hearing	\$2,000

DELIVERABLE 3

FEASIBILITY STUDY (may not be applicable)- To Be Discussed

The total proposed fee for the above outlined Feasibility Study and TIF Plan will not exceed \$12,000, plus actual reimbursable expenses not to exceed \$1,000. 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. Paid receipts will be tendered to the Village by the Consultant with each expense payment request.

Upon presentation of the Eligibility Study to the Village Board \$12,000

Termination of Agreement

If for whatever reason the Village determines that the work should be terminated, the Village will inform Consultant in writing that it wishes to terminate this agreement. The date of termination shall occur upon receipt of the written notice of termination by Consultant pursuant to Section 13 of this agreement.

The Village will pay Consultant an amount representing the work performed to the date of termination, plus any expenses Consultant incurred 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 _____ day of _____, 2020.

ATTEST:

Village of Dupo

Mayor

ATTEST:

Moran Economic Development



Keith Moran
President